

MULTI-YEAR CONSULTING SERVICES AGREEMENT  
FY 2012-13 to FY 2015-16

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and RMC Water and Environment, hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT

CONSULTANT shall provide on-call professional services, on an as-needed basis as requested by DISTRICT, for DISTRICT'S watershed protection programs in accordance with applicable Federal, State, and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide professional services in support of DISTRICT'S Watershed Protection Division programs and ancillary services as further described in the "Scope of Services", attached hereto as Attachment "A" and made a part hereof. During the term of this Agreement, CONSULTANT may be invited to submit budget proposals for one or more of the various services listed in Attachment "A" as requested by DISTRICT and be assigned subsequent Task Orders, the form of which is Attachment "B" attached hereto. CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any budget proposal to furnish services does not guarantee the assignment or approval of any subsequent Task Order(s).

3. PERSONNEL

A. Project Manager

For each Task Order, DISTRICT shall designate a representative who shall act as DISTRICT'S Project Manager ("Project Manager"). Project Manager shall have authority to act on behalf of DISTRICT for all purposes under this Task

1 Order. DISTRICT shall provide written notice to CONSULTANT of any  
2 change in Project Manager assignment for a given Task Order.

3 B. CONSULTANT'S Representative

4 CONSULTANT shall appoint a designated Representative for each assigned  
5 Task Order who shall be responsible for coordinating all aspects of the assigned  
6 Task Order. CONSULTANT'S Representative shall be available to  
7 DISTRICT'S Project Manager at reasonable times. CONSULTANT may  
8 appoint another person as Representative upon written notice to DISTRICT.  
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10 C. Substitution of Key Personnel

11 At the time of Task Order approval, CONSULTANT shall identify its Key  
12 Personnel who will perform each assigned Task Order to DISTRICT'S Project  
13 Manager. Should one or more of the identified Key Personnel become  
14 unavailable, CONSULTANT may substitute other personnel of equal or greater  
15 competence upon written approval by DISTRICT. In the event that DISTRICT  
16 and CONSULTANT cannot agree as to the substitution of the Key Personnel,  
17 DISTRICT may terminate the Task Order, pursuant to the applicable provisions  
18 of this Agreement.  
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20 4. TERM

21 The term of this Agreement shall become effective on the date the Agreement is  
22 executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the  
23 required date for completion of an assigned Task Order, provided that such Task Order  
24 was approved prior to June 30, 2016 and completed by December 31, 2016.  
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5. COMPENSATION

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CONSULTANT shall receive compensation for all services satisfactorily performed under this Agreement in accordance with the terms of the approved Task Order(s). The total amount to be paid to CONSULTANT for the performance of all Task Orders approved pursuant to this Agreement shall not exceed three hundred fifty thousand dollars (\$350,000) in any fiscal year and shall not exceed the sum of one million fifty thousand dollars (\$1,050,000) over the entire term of this Agreement.

6. PAYMENT

Progress payments shall be made in accordance with the Compensation/Fee Rate Schedule attached to the approved Task Order. Progress payments shall be processed no more than once per month. Upon satisfactory performance of CONSULTANT'S services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT'S receipt of CONSULTANT'S appropriate invoices. DISTRICT shall not pay interest or finance charges on any outstanding balance(s). CONSULTANT shall submit its invoice, in arrears, no later than sixty (60) calendar days following the month for which services were rendered. Failure to submit a timely invoice will result in non-payment of services. DISTRICT shall not be responsible for payment of any of CONSULTANT'S invoices submitted after the 60-day period. CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify the invoices of CONSULTANT. All invoices shall itemize charges to conform to the Compensation/Fee Rate Schedule negotiated for the Task Order. DISTRICT shall notify CONSULTANT of any disputed amounts on invoice within thirty (30) days of receipt.

7. PROJECT PERFORMANCE

A. Commencement of Services

CONSULTANT shall commence performance of the services for each Task Order upon receipt of DISTRICT'S approved Task Order.

B. Time of Completion

Time is of the essence in the performance of this Agreement. CONSULTANT shall complete services in accordance with the schedule(s) set forth in the approved Task Order(s).

8. LICENSES – CONSULTANT, its employees, agents, contractors and subcontractors shall possess appropriate Federal and/or State permits and maintain professional licenses required by the applicable Federal, State and local regulations at all times while performing services under this Agreement.

9. STANDARD OF CARE

While performing the services, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT'S profession practicing in the State of California, and shall use reasonable diligence and best judgment while exercising CONSULTANT'S professional skill and expertise. By executing this Agreement, CONSULTANT represents and maintains that CONSULTANT has the necessary experience and expertise to skillfully perform all services, duties and obligations required by this Agreement and to fully and adequately complete each approved Task Order.

10. ERRORS AND OMISSIONS

In the event CONSULTANT'S reports or work products contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise

1 resulted if there were no errors or omissions in CONSULTANT'S reports or work  
2 products, such additional expense shall be borne solely by CONSULTANT.

3 11. PERMITS AND RIGHTS OF ENTRY

4 DISTRICT shall obtain all rights of entry as may be required to allow CONSULTANT  
5 to perform the proposed consulting services within and upon privately-owned property.  
6 All permits and rights of entry as may be required from any and all affected public  
7 entities shall be obtained by CONSULTANT. Sufficient evidence of having obtained  
8 such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT,  
9 prior to initiation of work. CONSULTANT will prosecute the work in such a manner  
10 as to minimize public inconvenience and possible hazard, and will restore the streets  
11 and other work areas to their original condition and former usefulness as soon as  
12 practicable. CONSULTANT shall be responsible for the protection of public and  
13 private property adjacent to the work and shall exercise due caution to avoid damage to  
14 such property.  
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17 12. NOTICES

18 Any and all notices sent or required to be sent to the parties of this Agreement will be  
19 mailed by first class mail, postage prepaid, to the following addresses:

20 RIVERSIDE COUNTY FLOOD CONTROL  
21 AND WATER CONSERVATION DISTRICT  
22 1995 Market Street  
23 Riverside, CA 92501  
Attn: Watershed Protection Division

RMC WATER AND  
ENVIRONMENT  
2400 Broadway, Suite 300  
Santa Monica, CA 90404  
Attn: Persephene St. Charles

24 13. REQUIRED INSURANCE

25 CONSULTANT shall not commence operations until DISTRICT has been furnished  
26 with original certificate(s) of insurance and original certified copies of endorsements  
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1 and if requested, certified original policies of insurance including all endorsements and  
2 any and all other attachments as required in this Section.

3 Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold  
4 DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be  
5 maintained, at its sole cost and expense, the following insurance coverages during the  
6 term of this Agreement:

7 A. Workers' Compensation

8 If CONSULTANT has employees as defined by the State of California,  
9 CONSULTANT shall maintain statutory Workers' Compensation Insurance  
10 (Coverage A) as prescribed by the laws of the State of California. Policy shall  
11 include Employer's Liability (Coverage B) including Occupational Disease with  
12 limits not less than \$1,000,000 per person per accident. Policy shall be endorsed  
13 to waive subrogation in favor of DISTRICT and, if applicable, to provide a  
14 Borrowed Servant/Alternate Employer endorsement.  
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16 B. Commercial General Liability

17 Commercial General Liability insurance coverage, including but not limited to,  
18 premises liability, unmodified contractual liability, products and completed  
19 operations liability, personal and advertising injury, and cross liability coverage,  
20 covering claims which may arise from or out of CONSULTANT'S performance  
21 of its obligations hereunder. Policy shall name the Riverside County Flood  
22 Control and Water Conservation District, the County of Riverside, its agencies,  
23 districts, special districts, and departments, their respective directors, officers,  
24 Board of Supervisors, employees, elected or appointed officials, employees,  
25 agents or representatives as additional insureds. Policy's limit of liability shall  
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1 not be less than \$1,000,000 per occurrence combined single limit. If such  
2 insurance contains a general aggregate limit, it shall apply separately to this  
3 Agreement or be no less than two (2) times the occurrence limit.

4 C. Vehicle Liability

5 If vehicles or mobile equipment are used in the performance of the obligations  
6 under this Agreement, CONSULTANT shall maintain liability insurance for all  
7 owned, non-owned or hired vehicles so used in an amount not less than  
8 \$1,000,000 per occurrence combined single limit. If such insurance contains a  
9 general aggregate limit, it shall apply separately to this Agreement or be no less  
10 than two (2) times the occurrence limit. Policy shall name the Riverside County  
11 Flood Control and Water Conservation District, the County of Riverside, its  
12 agencies, districts, special districts, and departments, their respective directors,  
13 officers, Board of Supervisors, elected or appointed officials, employees, agents  
14 or representatives as additional insureds.  
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16 D. Professional Liability

17 CONSULTANT shall maintain Professional Liability Insurance providing  
18 coverage for CONSULTANT'S performance of work included within this  
19 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence  
20 and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability  
21 Insurance is written on a claims made basis rather than an occurrence basis, such  
22 insurance shall continue through the term of this Agreement and  
23 CONSULTANT shall purchase at his sole expense either: 1) an Extended  
24 Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates  
25 Coverage from a new insurer with a date retroactive to the date of, or prior to,  
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1 the inception of this Agreement; or 3) demonstrate through Certificates of  
2 Insurance that CONSULTANT has maintained continuous coverage with the  
3 same or original insurer. Coverage provided under items: 1), 2) or 3) will  
4 continue as long as the law allows.

5 E. General Insurance Provisions – All Lines

6 A. Any insurance carrier providing insurance coverage hereunder shall be  
7 admitted to the State of California and have an A.M. BEST rating of not  
8 less than an A: VIII (A: 8) unless such requirements are waived, in  
9 writing, by the County Risk Manager. If the County's Risk Manager  
10 waives a requirement for a particular insurer such waiver is only valid  
11 for the specific insurer and only for one policy term.

12 B. CONSULTANT must declare its insurance self-insured retention for  
13 each coverage required herein. If any such self-insured retention  
14 exceeds \$500,000 per occurrence each such retention shall have the prior  
15 written consent of the County Risk Manager before the commencement  
16 of operations under this Agreement. Upon notification of self-insured  
17 retention deemed unacceptable to DISTRICT, and at the election of the  
18 County's Risk Manager, CONSULTANT'S carriers shall either: 1)  
19 reduce or eliminate such self-insured retention with respect to this  
20 Agreement with DISTRICT, or 2) procure a bond which guarantees  
21 payment of losses and related investigations, claims administration, and  
22 defense costs and expenses.

23 C. CONSULTANT shall cause their insurance carrier(s) to furnish  
24 DISTRICT with: 1) a properly executed original certificate(s) of  
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1 insurance and original certified copies of endorsements effecting  
2 coverage as required herein; and 2) if requested to do so orally or in  
3 writing by the County Risk Manager, provide original certified copies of  
4 policies including all endorsements and all attachments thereto, showing  
5 such insurance is in full force and effect. Further, said certificate(s) and  
6 policies of insurance shall contain the covenant of the insurance  
7 carrier(s) that thirty (30) days written notice shall be given to DISTRICT  
8 prior to any material modification, cancellation, expiration, or reduction  
9 in coverage of such insurance. In the event of a material modification,  
10 cancellation, expiration, or reduction in coverage, this Agreement shall  
11 terminate forthwith, unless DISTRICT receives, prior to such effective  
12 date, another properly executed original certificate of insurance and  
13 original copies of endorsements or original certified policies, including  
14 all endorsements and attachments thereto, evidencing coverages set forth  
15 herein and the insurance required herein is in full force and effect.  
16 Individual(s) authorized by the insurance carrier to do so on its behalf  
17 shall sign the original endorsements for each policy and the certificate of  
18 insurance.  
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- 21 D. It is understood and agreed by the parties hereto that CONSULTANT'S  
22 insurance shall be construed as primary insurance, and DISTRICT'S  
23 insurance and/or deductibles and/or self-insured retentions or self-  
24 insured programs shall not be construed as contributory.  
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26 E. If, during the term of this Agreement or any extension thereof, there is a  
27 material change in the scope of services; or there is a material change in  
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1 the equipment to be used in the performance of the scope of work which  
2 will add additional exposures (such as the use of aircraft, watercraft,  
3 cranes, etc.); or the term of this Agreement, including any extensions  
4 thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the  
5 types of insurance required under this Agreement and the monetary  
6 limits of liability for the insurance coverage currently required herein, if,  
7 in the County Risk Manager's reasonable judgment, the amount or type  
8 of insurance carried by CONSULTANT has become inadequate.

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10 F. CONSULTANT shall pass down the insurance obligations contained  
11 herein to all tiers of subcontractors working under this Agreement.

12 G. The insurance requirements contained in this Agreement may be met  
13 with a program(s) of self-insurance acceptable to DISTRICT.

14 H. CONSULTANT agrees to notify DISTRICT of any claim by a third  
15 party or any incident or event that may give rise to a claim arising from  
16 the performance of this Agreement.  
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18 14. INDEMNIFICATION

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

3 CONSULTANT shall defend, at its sole expense, including all costs and fees (including  
4 but not limited to attorney fees, cost of investigation, defense and settlements or  
5 awards), DISTRICT (including its directors, officers, Board of Supervisors, elected and  
6 appointed officials, employees, agents and representatives) in any claim, proceeding or  
7 action for which indemnification is required.

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

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

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

20 In the event there is conflict between this section and California Civil Code Section  
21 2782, this section shall be interpreted to comply with California Civil Code Section  
22 2782. Such interpretation shall not relieve CONSULTANT from indemnifying  
23 DISTRICT (including its directors, officers, Board of Supervisors, elected and  
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1 appointed officials, employees, agents and representatives) or the County of Riverside  
2 to the fullest extent allowed by law.

3 15. WORK PRODUCT

4 CONSULTANT shall provide DISTRICT with all data, materials, drawings, logs,  
5 report(s) and any other documents as set forth in the approved Task Order(s). All data,  
6 materials, drawings, logs, and reports and any other documents produced by  
7 CONSULTANT in the performance of the services as set forth in the approved Task  
8 Order(s) shall be and remain the sole property of DISTRICT. CONSULTANT shall not  
9 publish or transfer any material produced or resulting from activities supported by this  
10 Agreement without the written consent of the General Manager-Chief Engineer of  
11 DISTRICT. If any such material is subject to copyright or trademark, the parties agree  
12 that the right to any and all copyright and/or trademark in and to the material is  
13 expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto  
14 understand and agree that DISTRICT reserves a royalty-free, non-exclusive, and  
15 irrevocable license to reproduce, publish, and use such material, in whole or in part, and  
16 to authorize others to do so, provided written credit is given the author.  
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19 16. TERMINATION

20 At any time during the term of this Agreement, DISTRICT may:

21 A. Agreement

- 22 1) Terminate this Agreement without cause upon providing  
23 CONSULTANT thirty (30) days written notice stating the extent and  
24 effective date of termination; or  
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26 2) Upon five (5) days written notice, terminate this Agreement for  
27 CONSULTANT default, if CONSULTANT refuses or fails to comply  
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1 with the provisions of this Agreement or fails to make progress so as to  
2 endanger performance and does not cure such failure within a reasonable  
3 period of time. In the event of such termination, DISTRICT may  
4 proceed with the work in a manner deemed proper to DISTRICT.

5 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall:  
6 i) stop all work under this Agreement on the date specified in the Notice of  
7 Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the  
8 extent, if any, as directed by DISTRICT, any equipment, data or reports which,  
9 if the Agreement had been completed, would have been required to be furnished  
10 to DISTRICT.  
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12 In the event DISTRICT terminates this Agreement, DISTRICT shall make  
13 payment for all services performed in accordance with this Agreement to the  
14 date of termination, a total amount which bears the same ratio to the total  
15 maximum fee otherwise payable under this Agreement as the services actually  
16 bear to the total services necessary for performance of this Agreement.  
17 Notwithstanding any of the other provision of this Agreement, CONSULTANT  
18 rights under this Agreement shall terminate (except for fees accrued prior to the  
19 date of termination) upon dishonesty, or a willful or material breach of this  
20 Agreement by CONSULTANT; or in the event of CONSULTANT'S  
21 unwillingness or inability for any reason whatsoever to perform the duties  
22 hereunder; or if the Agreement is terminated pursuant to Section 26 (NON-  
23 DISCRIMINATION). In such event, CONSULTANT shall not be entitled to  
24 any further compensation under this Agreement. The rights and remedies of  
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1 DISTRICT provided in this section shall not be exclusive and are in addition to  
2 any other rights and remedies provided by law or under this Agreement.

3 B. Approved Task Order

4 Terminate an approved Task Order or portion thereof without cause upon  
5 providing CONSULTANT fourteen (14) days written notice stating the extent  
6 and effective date of termination. In the event DISTRICT issues a Notice of  
7 Termination for an approved Task Order, CONSULTANT shall: i) stop all work  
8 under the Task Order on the date specified in the Notice of Termination; and ii)  
9 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as  
10 directed by DISTRICT, any equipment, data, reports or other documents which,  
11 if the Task Order had been completed, would have been required to be furnished  
12 to DISTRICT.  
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14 In the event DISTRICT terminates an approved Task Order, DISTRICT shall  
15 make payment for all services satisfactorily performed in accordance with the  
16 negotiated Task Order to the date of termination, a total amount which bears the  
17 same ratio to the total maximum fee otherwise payable under the Task Order as  
18 the services actually bear to the total services necessary for performance of the  
19 Task Order.  
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21 17. BASIC SERVICES OF CONSULTANT

22 The scope of services associated with the performance of any specific Task Order under  
23 this Agreement shall be expressly defined and agreed upon prior to the approval of the  
24 Task Order by DISTRICT'S General Manager-Chief Engineer. Any changes to the  
25 approved scope of services must be authorized by DISTRICT'S General Manager-Chief  
26 Engineer, and shall be made in writing.  
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1           A.     Right to Preliminary Review

2           All work prepared by CONSULTANT shall be subject to the approval of Project  
3           Manager. CONSULTANT shall allow Project Manager to inspect and review  
4           CONSULTANT'S work in progress at any reasonable time. All reports,  
5           working papers, and similar work products prepared for submission in the  
6           course of providing services under this Agreement shall be submitted to the  
7           Project Manager in draft form. In the event that Project Manager, in his or her  
8           sole discretion, determines the formally submitted work product to be  
9           inadequate, CONSULTANT may be required to revise and resubmit the work at  
10          no additional cost to DISTRICT. Should CONSULTANT fail to make  
11          requested corrections in a timely manner, such corrections may be made by  
12          DISTRICT, and the cost thereof charged to CONSULTANT. The responsibility  
13          for accuracy and completeness of such items remains solely that of  
14          CONSULTANT. Neither DISTRICT'S review nor approval shall give rise to  
15          any liability or responsibility on the part of DISTRICT, or waive any of  
16          DISTRICT'S rights, or relieve CONSULTANT of its professional  
17          responsibilities or obligations under this Agreement.

18                   B.     Progress Reports

19           Attached with CONSULTANT'S periodic invoice(s), CONSULTANT shall  
20           submit a Progress Report indicating the project status in relation to the approved  
21           Project Schedule and, as DISTRICT deems necessary, an updated Project  
22           Schedule for review and approval. Failure to submit the Progress Report or  
23           updated Project Schedule shall be cause for DISTRICT to withhold payment of  
24           CONSULTANT'S invoice.

18. INDEPENDENT CONTRACTOR

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CONSULTANT and the agents and employees of CONSULTANT, shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT.

19. SUBCONTRACTING

CONSULTANT may, at CONSULTANT'S own expense, retain or employ sub-consultants to accomplish certain portions of the work covered by this Agreement.

However, except as specifically provided in the Compensation/Fee Rate Schedule attached to the approved Task Order 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.

Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate Schedule attached to the approved Task Order or as expressly identified in this Agreement, become unavailable, CONSULTANT may substitute other sub-consultants of equal or greater competence upon written approval by DISTRICT. In the event that DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-consultant, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under this Agreement, CONSULTANT shall require its sub-consultants to comply with the terms of this Agreement in the same manner as required of CONSULTANT. The fact that CONSULTANT employs sub-consultants not in his regular employ shall not



1 relieve CONSULTANT of any responsibility regarding the adequacy of the sub-  
2 consultant's work performed or services provided pursuant to this Agreement.

3 20. CHANGES TO TASK ORDER SCOPE OF SERVICES

4 CONSULTANT shall not perform any additional work or services outside the scope of  
5 an approved Task Order without the prior written approval of DISTRICT'S General  
6 Manager-Chief Engineer. If at any time during the performance of an approved Task  
7 Order, CONSULTANT believes that it is necessary to include certain work or services  
8 which are not clearly covered under the scope of an approved Task Order,  
9 CONSULTANT shall immediately notify the Project Manager in writing of  
10 CONSULTANT'S assertion that the work is out of scope. Said notification by  
11 CONSULTANT to Project Manager shall not in any way be construed as proving that  
12 the work or services in question are outside the scope of the Task Order. Project  
13 Manager must approve or reject CONSULTANT'S assertion in writing. In the event  
14 Project Manager determines that CONSULTANT is correct, the additional work or  
15 services shall be authorized by a new or revised Task Order that covers the new scope,  
16 cost and schedule. In the event that such notification is not given or if Project Manager  
17 is not afforded an opportunity to negotiate the appropriate fee for such additional  
18 services prior to CONSULTANT'S commencement of such additional services, then  
19 CONSULTANT shall be deemed to have agreed to perform the work or services  
20 without any additional compensation and to have accepted sole responsibility for the  
21 performance of said work or services. Extra work done or services performed without a  
22 new or revised Task Order from DISTRICT'S General Manager-Chief Engineer shall be  
23 considered unauthorized and shall not be paid for by DISTRICT.  
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1 At any time during the performance of an approved Task Order, DISTRICT may  
2 request that CONSULTANT perform extra services. Any work which is determined by  
3 DISTRICT to be necessary for the proper completion of the approved Task Order, but  
4 which neither CONSULTANT nor DISTRICT reasonably anticipated would be  
5 necessary at the time the scope of services for the assigned Task Order was approved,  
6 must be authorized by DISTRICT'S General Manager-Chief Engineer by a new or  
7 revised Task Order.

8 At any time during the performance of the Task Order, Project Manager, upon  
9 providing five (5) days written notice to CONSULTANT, may delete services and the  
10 associated fees from the Task Order. In the event DISTRICT requests deletion of  
11 services from the Task Order, DISTRICT shall make payment for all services  
12 satisfactorily performed in accordance with the negotiated Task Order up to the  
13 effective date of deletion; the amount of the payment shall be prorated to the total  
14 services necessary for completion of the Task Order. No work product for the deleted  
15 services shall be provided to DISTRICT.

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18 21. DISPUTES

19 A. In the event CONSULTANT considers any work demanded of CONSULTANT  
20 to be outside the requirements of this Agreement, or if CONSULTANT  
21 considers any order, instruction or decision of DISTRICT to be unfair,  
22 CONSULTANT shall promptly, upon receipt of such order, instruction or  
23 decision, ask for a written confirmation of the same whereupon CONSULTANT  
24 shall proceed without delay to perform the work or to conform to the order,  
25 instruction, or decision. However, if CONSULTANT finds such order,  
26 instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one  
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1 (21) calendar days after receipt of same, file a written protest with DISTRICT  
 2 stating clearly and in detail its objections and reasons therefor. Except for such  
 3 protests or objections as are made of record in the manner specified and within  
 4 the time stated herein, and except for such instances where the basis of a protest  
 5 could not reasonably have been foreseen by CONSULTANT within the time  
 6 limit specified for protest, CONSULTANT hereby waives all grounds for  
 7 protests or objections to orders, instruction, or decisions of DISTRICT and  
 8 hereby agrees that, as to all matters not included in such protests, the orders,  
 9 instructions and decisions of DISTRICT will be limited to matters properly  
 10 falling within DISTRICT'S authority.  
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12 B. Any controversy or claim arising out of or relating to this Agreement which  
 13 cannot be resolved by mutual agreement may be settled by arbitration, provided  
 14 that the parties hereto mutually agree to submit to arbitration.  
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16 C. Neither the pendency of a dispute nor its consideration by arbitration shall  
 17 excuse CONSULTANT from full and timely performance in accordance with  
 18 the terms of this Agreement.

19 22. ASSIGNMENT

20 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT  
 21 without the prior written consent of DISTRICT.  
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23 23. CONFLICT OF INTEREST

24 CONSULTANT covenants that it presently has no interest, including but not limited to,  
 25 other projects or independent contracts, and shall not acquire any such interest, direct or  
 26 indirect, which would conflict in any manner or degree with the performance of services  
 27 required to be performed under this Agreement. CONSULTANT further covenants that  
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1 in the performance of this Agreement, no person having any such interest shall be  
2 employed or retained by it under this Agreement.

3 24. JURISDICTION/LAW/SEVERABILITY

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

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 25. WAIVER

16 Any waiver by DISTRICT of any breach of any one or more of the terms of this  
17 Agreement shall not be construed to be a waiver of any subsequent or other breach of  
18 the same or any other term thereof. Failure on the part of DISTRICT to require exact,  
19 full and complete compliance with any terms of this Agreement shall not be construed  
20 as in any manner changing the terms hereof, or estopping DISTRICT from enforcement  
21 hereof.  
22

23 26. NON-DISCRIMINATION

24 In the performance of the terms of this Agreement, CONSULTANT shall not engage in  
25 nor permit others he may employ to engage in discrimination in the employment of  
26 persons because of the race, color, national origin or ancestry, religion, physical  
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1 handicap, disability as defined by the Americans with Disabilities Act (ADA), medical  
2 condition, marital status or sex of such persons, in accordance with the provision of  
3 California Labor Code Section 1735.

4 27. CONFIDENTIALITY OF DATA

5 All financial, statistical, personal, technical or other data and information made  
6 available to CONSULTANT shall not be disclosed (in whole or in part) by  
7 CONSULTANT to any third parties and shall be protected by CONSULTANT from  
8 unauthorized use and disclosure. The only exception to this shall be if disclosure is  
9 approved in advance in writing by DISTRICT or if the disclosure is made to  
10 CONSULTANT'S subcontractors as anticipated by this Agreement.

11  
12 CONSULTANT shall refer all requests for information to DISTRICT. These same  
13 requirements shall be applicable to any of CONSULTANT'S subcontractors.  
14 CONSULTANT shall include the requirements stated in this section of the Agreement  
15 with any of its subcontractors.

16  
17 28. DISCREPANCIES

18 In the event of any conflict between the provisions of this Agreement and any Task  
19 Order, the provisions of this Agreement shall govern.

20 29. NON-APPROPRIATION OF FUNDS

21 It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by  
22 and contingent upon the availability of DISTRICT funds for the reimbursement of  
23 CONSULTANT'S fees. In the event that such funds are not forthcoming for any  
24 reason, DISTRICT shall immediately notify CONSULTANT in writing. This  
25 Agreement shall be deemed terminated and have no further force and effect  
26 immediately upon receipt of DISTRICT'S notification by CONSULTANT. In the event  
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of such termination, CONSULTANT shall be entitled to reimbursement of its costs in  
accordance with Sections 5 and 6 (COMPENSATION and PAYMENTS).

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

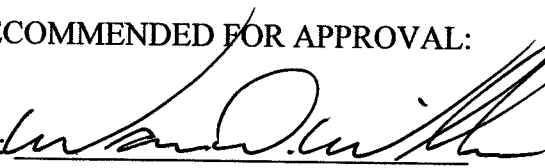
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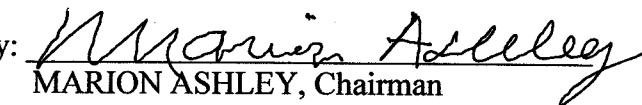
APR 23 2013

(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

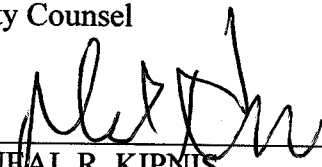
By:   
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

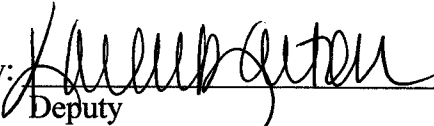
APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board


By:   
NEAL R. KIPNIS  
Deputy County Counsel

By:   
Deputy

(SEAL)

Multi-Year Consulting Services Agreement  
w/RMC Water and Environment (FY 2012-13 to FY 2015-16)  
03/13/2013

**RMC WATER AND ENVIRONMENT**

By:   
PERSEPHENE ST. CHARLES  
Senior Vice President

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Multi-Year Consulting Services Agreement  
w/RMC Water and Environment (FY 2012-13 to FY 2015-16)  
03/13/2013



ATTACHMENT "A"  
SCOPE OF SERVICES

CONSULTANT may be asked to perform one or more of the following types of Watershed Protection programs support services as specifically directed in Task Orders issued to CONSULTANT:

1. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM  
Tasks may include general NPDES program regulatory support, permit negotiation support, compliance program development and implementation, program assessment and reporting, training and outreach, program funding facilitation and other related activities.
2. TOTAL MAXIMUM DAILY LOADS (TMDL)/BASIN PLANNING  
Tasks may include assisting with basin planning efforts, TMDL development, TMDL compliance program development/implementation, BMP or watersheds modeling and assessment efforts and other related activities.
3. MONITORING PROGRAM  
Task may include monitoring program design, program reporting and assessment, monitoring special studies, field data collection and other related activities.
4. LABORATORY ANALYSIS  
Tasks may include assessment of aqueous, sedimentary or other using chemical analyses, bacteriological analyses, toxicological analyses, biological analyses, genetic analyses, and other related activities.
5. PUBLIC EDUCATION/OUTREACH PROGRAM  
Tasks may include developing and conducting presentations, outreach programs, producing print and electronic media, website development, establishing business partnerships and other related activities.
6. WATER CONSERVATION  
Tasks may include groundwater recharge master planning, integration of water conservation functions into flood control facilities, establishing water resource needs, seeking multipurpose project opportunities, identification of partnerships, conducting hydrogeologic investigations and other related activities.
7. OTHER TASKS AS ASSIGNED  
From time to time the District may require other tasks not explicitly identified above to be performed in order to accomplish the Watershed Protection Division objectives.

Multi-Year Consulting Services Agreement  
w/RMC Water and Environment (FY 2012-13 to FY 2015-16)  
03/12/2013

ATTACHMENT "B"  
**TASK ORDER APPROVAL FORM**

CONSULTANT: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

The Scope of Services for \_\_\_\_\_, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated \_\_\_\_\_ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$\_\_\_\_\_, unless otherwise modified by the DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
(To be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

**RMC WATER AND ENVIRONMENT**

By: \_\_\_\_\_  
PERSEPHENE ST. CHARLES  
Senior Vice President

MULTI-YEAR CONSULTING SERVICES AGREEMENT  
FY 2012-13 to FY 2015-16

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and Tory R. Walker Engineering, Inc., hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT

CONSULTANT shall provide on-call professional services, on an as-needed basis as requested by DISTRICT, for DISTRICT'S watershed protection programs in accordance with applicable Federal, State, and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide professional services in support of DISTRICT'S Watershed Protection Division programs and ancillary services as further described in the "Scope of Services", attached hereto as Attachment "A" and made a part hereof. During the term of this Agreement, CONSULTANT may be invited to submit budget proposals for one or more of the various services listed in Attachment "A" as requested by DISTRICT and be assigned subsequent Task Orders, the form of which is Attachment "B" attached hereto. CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any budget proposal to furnish services does not guarantee the assignment or approval of any subsequent Task Order(s).

3. PERSONNEL

A. Project Manager

For each Task Order, DISTRICT shall designate a representative who shall act as DISTRICT'S Project Manager ("Project Manager"). Project Manager shall have authority to act on behalf of DISTRICT for all purposes under this Task

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11-6

1 Order. DISTRICT shall provide written notice to CONSULTANT of any  
2 change in Project Manager assignment for a given Task Order.

3 B. CONSULTANT'S Representative

4 CONSULTANT shall appoint a designated Representative for each assigned  
5 Task Order who shall be responsible for coordinating all aspects of the assigned  
6 Task Order. CONSULTANT'S Representative shall be available to  
7 DISTRICT'S Project Manager at reasonable times. CONSULTANT may  
8 appoint another person as Representative upon written notice to DISTRICT.

9 C. Substitution of Key Personnel

10 At the time of Task Order approval, CONSULTANT shall identify its Key  
11 Personnel who will perform each assigned Task Order to DISTRICT'S Project  
12 Manager. Should one or more of the identified Key Personnel become  
13 unavailable, CONSULTANT may substitute other personnel of equal or greater  
14 competence upon written approval by DISTRICT. In the event that DISTRICT  
15 and CONSULTANT cannot agree as to the substitution of the Key Personnel,  
16 DISTRICT may terminate the Task Order, pursuant to the applicable provisions  
17 of this Agreement.  
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20 4. TERM

21 The term of this Agreement shall become effective on the date the Agreement is  
22 executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the  
23 required date for completion of an assigned Task Order, provided that such Task Order  
24 was approved prior to June 30, 2016 and completed by December 31, 2016.  
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5. COMPENSATION

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CONSULTANT shall receive compensation for all services satisfactorily performed under this Agreement in accordance with the terms of the approved Task Order(s). The total amount to be paid to CONSULTANT for the performance of all Task Orders approved pursuant to this Agreement shall not exceed one hundred fifty thousand dollars (\$150,000) in any fiscal year and shall not exceed the sum of four hundred fifty thousand dollars (\$450,000) over the entire term of this Agreement.

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6. PAYMENT

Progress payments shall be made in accordance with the Compensation/Fee Rate Schedule attached to the approved Task Order. Progress payments shall be processed no more than once per month. Upon satisfactory performance of CONSULTANT'S services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT'S receipt of CONSULTANT'S appropriate invoices. DISTRICT shall not pay interest or finance charges on any outstanding balance(s). CONSULTANT shall submit its invoice, in arrears, no later than sixty (60) calendar days following the month for which services were rendered. Failure to submit a timely invoice will result in non-payment of services. DISTRICT shall not be responsible for payment of any of CONSULTANT'S invoices submitted after the 60-day period. CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify the invoices of CONSULTANT. All invoices shall itemize charges to conform to the Compensation/Fee Rate Schedule negotiated for the Task Order. DISTRICT shall notify CONSULTANT of any disputed amounts on invoice within thirty (30) days of receipt.

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7. PROJECT PERFORMANCE

A. Commencement of Services

CONSULTANT shall commence performance of the services for each Task Order upon receipt of DISTRICT'S approved Task Order.

B. Time of Completion

Time is of the essence in the performance of this Agreement. CONSULTANT shall complete services in accordance with the schedule(s) set forth in the approved Task Order(s).

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8. LICENSES – CONSULTANT, its employees, agents, contractors and subcontractors shall possess appropriate Federal and/or State permits and maintain professional licenses required by the applicable Federal, State and local regulations at all times while performing services under this Agreement.

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9. STANDARD OF CARE

While performing the services, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT'S profession practicing in the State of California, and shall use reasonable diligence and best judgment while exercising CONSULTANT'S professional skill and expertise. By executing this Agreement, CONSULTANT represents and maintains that CONSULTANT has the necessary experience and expertise to skillfully perform all services, duties and obligations required by this Agreement and to fully and adequately complete each approved Task Order.

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10. ERRORS AND OMISSIONS

In the event CONSULTANT'S reports or work products contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise

1 resulted if there were no errors or omissions in CONSULTANT'S reports or work  
 2 products, such additional expense shall be borne solely by CONSULTANT.

3 11. PERMITS AND RIGHTS OF ENTRY

4 DISTRICT shall obtain all rights of entry as may be required to allow CONSULTANT  
 5 to perform the proposed consulting services within and upon privately-owned property.

6 All permits and rights of entry as may be required from any and all affected public  
 7 entities shall be obtained by CONSULTANT. Sufficient evidence of having obtained  
 8 such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT,  
 9 prior to initiation of work. CONSULTANT will prosecute the work in such a manner  
 10 as to minimize public inconvenience and possible hazard, and will restore the streets  
 11 and other work areas to their original condition and former usefulness as soon as  
 12 practicable. CONSULTANT shall be responsible for the protection of public and  
 13 private property adjacent to the work and shall exercise due caution to avoid damage to  
 14 such property.  
 15

16 12. NOTICES

17 Any and all notices sent or required to be sent to the parties of this Agreement will be  
 18 mailed by first class mail, postage prepaid, to the following addresses:  
 19

20 RIVERSIDE COUNTY FLOOD CONTROL  
 21 AND WATER CONSERVATION DISTRICT  
 22 1995 Market Street  
 23 Riverside, CA 92501  
 24 Attn: Watershed Protection Division

TORY R. WALKER  
 ENGINEERING, INC.  
 122 Civic Center Drive, Suite 206  
 Vista, CA 92084  
 Attn: Luis Parra, PhD

25 13. REQUIRED INSURANCE

26 CONSULTANT shall not commence operations until DISTRICT has been furnished  
 27 with original certificate(s) of insurance and original certified copies of endorsements  
 28

1 and if requested, certified original policies of insurance including all endorsements and  
2 any and all other attachments as required in this Section.

3 Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold  
4 DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be  
5 maintained, at its sole cost and expense, the following insurance coverages during the  
6 term of this Agreement:

7 A. Workers' Compensation

8 If CONSULTANT has employees as defined by the State of California,  
9 CONSULTANT shall maintain statutory Workers' Compensation Insurance  
10 (Coverage A) as prescribed by the laws of the State of California. Policy shall  
11 include Employer's Liability (Coverage B) including Occupational Disease with  
12 limits not less than \$1,000,000 per person per accident. Policy shall be endorsed  
13 to waive subrogation in favor of DISTRICT and, if applicable, to provide a  
14 Borrowed Servant/Alternate Employer endorsement.  
15

16 B. Commercial General Liability

17 Commercial General Liability insurance coverage, including but not limited to,  
18 premises liability, unmodified contractual liability, products and completed  
19 operations liability, personal and advertising injury, and cross liability coverage,  
20 covering claims which may arise from or out of CONSULTANT'S performance  
21 of its obligations hereunder. Policy shall name the Riverside County Flood  
22 Control and Water Conservation District, the County of Riverside, its agencies,  
23 districts, special districts, and departments, their respective directors, officers,  
24 Board of Supervisors, employees, elected or appointed officials, employees,  
25 agents or representatives as additional insureds. Policy's limit of liability shall  
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not be 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.

C. Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONSULTANT 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 Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as additional insureds.

D. Professional Liability

CONSULTANT shall maintain Professional Liability Insurance providing coverage for CONSULTANT'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 CONSULTANT'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 CONSULTANT shall purchase at his sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of, or prior to,

1 the inception of this Agreement; or 3) demonstrate through Certificates of  
2 Insurance that CONSULTANT has maintained continuous coverage with the  
3 same or original insurer. Coverage provided under items: 1), 2) or 3) will  
4 continue as long as the law allows.

5 E. General Insurance Provisions – All Lines

6 A. Any insurance carrier providing insurance coverage hereunder shall be  
7 admitted to the State of California and have an A.M. BEST rating of not  
8 less than an A: VIII (A: 8) unless such requirements are waived, in  
9 writing, by the County Risk Manager. If the County's Risk Manager  
10 waives a requirement for a particular insurer such waiver is only valid  
11 for the specific insurer and only for one policy term.

12 B. CONSULTANT must declare its insurance self-insured retention for  
13 each coverage required herein. If any such self-insured retention  
14 exceeds \$500,000 per occurrence each such retention shall have the prior  
15 written consent of the County Risk Manager before the commencement  
16 of operations under this Agreement. Upon notification of self-insured  
17 retention deemed unacceptable to DISTRICT, and at the election of the  
18 County's Risk Manager, CONSULTANT'S carriers shall either: 1)  
19 reduce or eliminate such self-insured retention with respect to this  
20 Agreement with DISTRICT, or 2) procure a bond which guarantees  
21 payment of losses and related investigations, claims administration, and  
22 defense costs and expenses.

23 C. CONSULTANT shall cause their insurance carrier(s) to furnish  
24 DISTRICT with: 1) a properly executed original certificate(s) of  
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1 insurance and original certified copies of endorsements effecting  
 2 coverage as required herein; and 2) if requested to do so orally or in  
 3 writing by the County Risk Manager, provide original certified copies of  
 4 policies including all endorsements and all attachments thereto, showing  
 5 such insurance is in full force and effect. Further, said certificate(s) and  
 6 policies of insurance shall contain the covenant of the insurance  
 7 carrier(s) that thirty (30) days written notice shall be given to DISTRICT  
 8 prior to any material modification, cancellation, expiration, or reduction  
 9 in coverage of such insurance. In the event of a material modification,  
 10 cancellation, expiration, or reduction in coverage, this Agreement shall  
 11 terminate forthwith, unless DISTRICT receives, prior to such effective  
 12 date, another properly executed original certificate of insurance and  
 13 original copies of endorsements or original certified policies, including  
 14 all endorsements and attachments thereto, evidencing coverages set forth  
 15 herein and the insurance required herein is in full force and effect.  
 16 Individual(s) authorized by the insurance carrier to do so on its behalf  
 17 shall sign the original endorsements for each policy and the certificate of  
 18 insurance.  
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21 D. It is understood and agreed by the parties hereto that CONSULTANT'S  
 22 insurance shall be construed as primary insurance, and DISTRICT'S  
 23 insurance and/or deductibles and/or self-insured retentions or self-  
 24 insured programs shall not be construed as contributory.  
 25

26 E. If, during the term of this Agreement or any extension thereof, there is a  
 27 material change in the scope of services; or there is a material change in  
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1 the equipment to be used in the performance of the scope of work which  
2 will add additional exposures (such as the use of aircraft, watercraft,  
3 cranes, etc.); or the term of this Agreement, including any extensions  
4 thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the  
5 types of insurance required under this Agreement and the monetary  
6 limits of liability for the insurance coverage currently required herein, if,  
7 in the County Risk Manager's reasonable judgment, the amount or type  
8 of insurance carried by CONSULTANT has become inadequate.

9  
10 F. CONSULTANT shall pass down the insurance obligations contained  
11 herein to all tiers of subcontractors working under this Agreement.

12 G. The insurance requirements contained in this Agreement may be met  
13 with a program(s) of self-insurance acceptable to DISTRICT.

14 H. CONSULTANT agrees to notify DISTRICT of any claim by a third  
15 party or any incident or event that may give rise to a claim arising from  
16 the performance of this Agreement.  
17

18 14. INDEMNIFICATION

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

3 CONSULTANT shall defend, at its sole expense, including all costs and fees (including  
4 but not limited to attorney fees, cost of investigation, defense and settlements or  
5 awards), DISTRICT (including its directors, officers, Board of Supervisors, elected and  
6 appointed officials, employees, agents and representatives) in any claim, proceeding or  
7 action for which indemnification is required.

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

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

18  
19 The specified insurance limits required in this Agreement shall in no way limit or  
20 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT  
21 from third party claims.

22  
23 In the event there is conflict between this section and California Civil Code Section  
24 2782, this section shall be interpreted to comply with California Civil Code Section  
25 2782. Such interpretation shall not relieve CONSULTANT from indemnifying  
26 DISTRICT (including its directors, officers, Board of Supervisors, elected and  
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appointed officials, employees, agents and representatives) or the County of Riverside to the fullest extent allowed by law.

15. WORK PRODUCT

CONSULTANT shall provide DISTRICT with all data, materials, drawings, logs, report(s) and any other documents as set forth in the approved Task Order(s). All data, materials, drawings, logs, and reports and any other documents produced by CONSULTANT in the performance of the services as set forth in the approved Task Order(s) shall be and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT. If any such material is subject to copyright or trademark, the parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such material, in whole or in part, and to authorize others to do so, provided written credit is given the author.

16. TERMINATION

At any time during the term of this Agreement, DISTRICT may:

A. Agreement

- 1) Terminate this Agreement without cause upon providing CONSULTANT thirty (30) days written notice stating the extent and effective date of termination; or
- 2) Upon five (5) days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply

1 with the provisions of this Agreement or fails to make progress so as to  
2 endanger performance and does not cure such failure within a reasonable  
3 period of time. In the event of such termination, DISTRICT may  
4 proceed with the work in a manner deemed proper to DISTRICT.

5 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall:

6 i) stop all work under this Agreement on the date specified in the Notice of  
7 Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the  
8 extent, if any, as directed by DISTRICT, any equipment, data or reports which,  
9 if the Agreement had been completed, would have been required to be furnished  
10 to DISTRICT.  
11

12 In the event DISTRICT terminates this Agreement, DISTRICT shall make  
13 payment for all services performed in accordance with this Agreement to the  
14 date of termination, a total amount which bears the same ratio to the total  
15 maximum fee otherwise payable under this Agreement as the services actually  
16 bear to the total services necessary for performance of this Agreement.  
17 Notwithstanding any of the other provision of this Agreement, CONSULTANT  
18 rights under this Agreement shall terminate (except for fees accrued prior to the  
19 date of termination) upon dishonesty, or a willful or material breach of this  
20 Agreement by CONSULTANT; or in the event of CONSULTANT'S  
21 unwillingness or inability for any reason whatsoever to perform the duties  
22 hereunder; or if the Agreement is terminated pursuant to Section 26 (NON-  
23 DISCRIMINATION). In such event, CONSULTANT shall not be entitled to  
24 any further compensation under this Agreement. The rights and remedies of  
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1 DISTRICT provided in this section shall not be exclusive and are in addition to  
2 any other rights and remedies provided by law or under this Agreement.

3 B. Approved Task Order

4 Terminate an approved Task Order or portion thereof without cause upon  
5 providing CONSULTANT fourteen (14) days written notice stating the extent  
6 and effective date of termination. In the event DISTRICT issues a Notice of  
7 Termination for an approved Task Order, CONSULTANT shall: i) stop all work  
8 under the Task Order on the date specified in the Notice of Termination; and ii)  
9 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as  
10 directed by DISTRICT, any equipment, data, reports or other documents which,  
11 if the Task Order had been completed, would have been required to be furnished  
12 to DISTRICT.  
13

14 In the event DISTRICT terminates an approved Task Order, DISTRICT shall  
15 make payment for all services satisfactorily performed in accordance with the  
16 negotiated Task Order to the date of termination, a total amount which bears the  
17 same ratio to the total maximum fee otherwise payable under the Task Order as  
18 the services actually bear to the total services necessary for performance of the  
19 Task Order.  
20

21 17. BASIC SERVICES OF CONSULTANT

22 The scope of services associated with the performance of any specific Task Order under  
23 this Agreement shall be expressly defined and agreed upon prior to the approval of the  
24 Task Order by DISTRICT'S General Manager-Chief Engineer. Any changes to the  
25 approved scope of services must be authorized by DISTRICT'S General Manager-Chief  
26 Engineer, and shall be made in writing.  
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A. Right to Preliminary Review

All work prepared by CONSULTANT shall be subject to the approval of Project Manager. CONSULTANT shall allow Project Manager to inspect and review CONSULTANT'S work in progress at any reasonable time. All reports, working papers, and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT, and the cost thereof charged to CONSULTANT. The responsibility for accuracy and completeness of such items remains solely that of CONSULTANT. Neither DISTRICT'S review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT'S rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

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B. Progress Reports

Attached with CONSULTANT'S periodic invoice(s), CONSULTANT shall submit a Progress Report indicating the project status in relation to the approved Project Schedule and, as DISTRICT deems necessary, an updated Project Schedule for review and approval. Failure to submit the Progress Report or updated Project Schedule shall be cause for DISTRICT to withhold payment of CONSULTANT'S invoice.

18. INDEPENDENT CONTRACTOR

1 CONSULTANT and the agents and employees of CONSULTANT, shall act at all times  
2 in an independent capacity during the term of this Agreement and in the performance of  
3 the services to be rendered hereunder and shall not act as or shall not be and shall not in  
4 any manner be considered to be employees or agents of DISTRICT.  
5

6 19. SUBCONTRACTING

7 CONSULTANT may, at CONSULTANT'S own expense, retain or employ sub-  
8 consultants to accomplish certain portions of the work covered by this Agreement.  
9 However, except as specifically provided in the Compensation/Fee Rate Schedule  
10 attached to the approved Task Order or as expressly identified in this Agreement, no  
11 portion of the services pertinent to this Agreement shall be subcontracted without prior  
12 written approval and authorization by DISTRICT.  
13

14 Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate  
15 Schedule attached to the approved Task Order or as expressly identified in this  
16 Agreement, become unavailable, CONSULTANT may substitute other sub-consultants  
17 of equal or greater competence upon written approval by DISTRICT. In the event that  
18 DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-  
19 consultant, DISTRICT may terminate the Task Order, pursuant to the applicable  
20 provisions of this Agreement.  
21

22 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties  
23 under this Agreement, CONSULTANT shall require its sub-consultants to comply with  
24 the terms of this Agreement in the same manner as required of CONSULTANT. The  
25 fact that CONSULTANT employs sub-consultants not in his regular employ shall not  
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1 relieve CONSULTANT of any responsibility regarding the adequacy of the sub-  
2 consultant's work performed or services provided pursuant to this Agreement.

3 20. CHANGES TO TASK ORDER SCOPE OF SERVICES

4 CONSULTANT shall not perform any additional work or services outside the scope of  
5 an approved Task Order without the prior written approval of DISTRICT'S General  
6 Manager-Chief Engineer. If at any time during the performance of an approved Task  
7 Order, CONSULTANT believes that it is necessary to include certain work or services  
8 which are not clearly covered under the scope of an approved Task Order,  
9 CONSULTANT shall immediately notify the Project Manager in writing of  
10 CONSULTANT'S assertion that the work is out of scope. Said notification by  
11 CONSULTANT to Project Manager shall not in any way be construed as proving that  
12 the work or services in question are outside the scope of the Task Order. Project  
13 Manager must approve or reject CONSULTANT'S assertion in writing. In the event  
14 Project Manager determines that CONSULTANT is correct, the additional work or  
15 services shall be authorized by a new or revised Task Order that covers the new scope,  
16 cost and schedule. In the event that such notification is not given or if Project Manager  
17 is not afforded an opportunity to negotiate the appropriate fee for such additional  
18 services prior to CONSULTANT'S commencement of such additional services, then  
19 CONSULTANT shall be deemed to have agreed to perform the work or services  
20 without any additional compensation and to have accepted sole responsibility for the  
21 performance of said work or services. Extra work done or services performed without a  
22 new or revised Task Order from DISTRICT'S General Manager-Chief Engineer shall be  
23 considered unauthorized and shall not be paid for by DISTRICT.  
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1 At any time during the performance of an approved Task Order, DISTRICT may  
2 request that CONSULTANT perform extra services. Any work which is determined by  
3 DISTRICT to be necessary for the proper completion of the approved Task Order, but  
4 which neither CONSULTANT nor DISTRICT reasonably anticipated would be  
5 necessary at the time the scope of services for the assigned Task Order was approved,  
6 must be authorized by DISTRICT'S General Manager-Chief Engineer by a new or  
7 revised Task Order.

8 At any time during the performance of the Task Order, Project Manager, upon  
9 providing five (5) days written notice to CONSULTANT, may delete services and the  
10 associated fees from the Task Order. In the event DISTRICT requests deletion of  
11 services from the Task Order, DISTRICT shall make payment for all services  
12 satisfactorily performed in accordance with the negotiated Task Order up to the  
13 effective date of deletion; the amount of the payment shall be prorated to the total  
14 services necessary for completion of the Task Order. No work product for the deleted  
15 services shall be provided to DISTRICT.

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18 21. DISPUTES

19 A. In the event CONSULTANT considers any work demanded of CONSULTANT  
20 to be outside the requirements of this Agreement, or if CONSULTANT  
21 considers any order, instruction or decision of DISTRICT to be unfair,  
22 CONSULTANT shall promptly, upon receipt of such order, instruction or  
23 decision, ask for a written confirmation of the same whereupon CONSULTANT  
24 shall proceed without delay to perform the work or to conform to the order,  
25 instruction, or decision. However, if CONSULTANT finds such order,  
26 instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one  
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1 (21) calendar days after receipt of same, file a written protest with DISTRICT  
2 stating clearly and in detail its objections and reasons therefor. Except for such  
3 protests or objections as are made of record in the manner specified and within  
4 the time stated herein, and except for such instances where the basis of a protest  
5 could not reasonably have been foreseen by CONSULTANT within the time  
6 limit specified for protest, CONSULTANT hereby waives all grounds for  
7 protests or objections to orders, instruction, or decisions of DISTRICT and  
8 hereby agrees that, as to all matters not included in such protests, the orders,  
9 instructions and decisions of DISTRICT will be limited to matters properly  
10 falling within DISTRICT'S authority.  
11

12 B. Any controversy or claim arising out of or relating to this Agreement which  
13 cannot be resolved by mutual agreement may be settled by arbitration, provided  
14 that the parties hereto mutually agree to submit to arbitration.  
15

16 C. Neither the pendency of a dispute nor its consideration by arbitration shall  
17 excuse CONSULTANT from full and timely performance in accordance with  
18 the terms of this Agreement.

19 22. ASSIGNMENT

20 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT  
21 without the prior written consent of DISTRICT.  
22

23 23. CONFLICT OF INTEREST

24 CONSULTANT covenants that it presently has no interest, including but not limited to,  
25 other projects or independent contracts, and shall not acquire any such interest, direct or  
26 indirect, which would conflict in any manner or degree with the performance of services  
27 required to be performed under this Agreement. CONSULTANT further covenants that  
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1 in the performance of this Agreement, no person having any such interest shall be  
2 employed or retained by it under this Agreement.

3 24. JURISDICTION/LAW/SEVERABILITY

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

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 25. WAIVER

16 Any waiver by DISTRICT of any breach of any one or more of the terms of this  
17 Agreement shall not be construed to be a waiver of any subsequent or other breach of  
18 the same or any other term thereof. Failure on the part of DISTRICT to require exact,  
19 full and complete compliance with any terms of this Agreement shall not be construed  
20 as in any manner changing the terms hereof, or estopping DISTRICT from enforcement  
21 hereof.  
22

23 26. NON-DISCRIMINATION

24 In the performance of the terms of this Agreement, CONSULTANT shall not engage in  
25 nor permit others he may employ to engage in discrimination in the employment of  
26 persons because of the race, color, national origin or ancestry, religion, physical  
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1 handicap, disability as defined by the Americans with Disabilities Act (ADA), medical  
2 condition, marital status or sex of such persons, in accordance with the provision of  
3 California Labor Code Section 1735.

4 27. CONFIDENTIALITY OF DATA

5 All financial, statistical, personal, technical or other data and information made  
6 available to CONSULTANT shall not be disclosed (in whole or in part) by  
7 CONSULTANT to any third parties and shall be protected by CONSULTANT from  
8 unauthorized use and disclosure. The only exception to this shall be if disclosure is  
9 approved in advance in writing by DISTRICT or if the disclosure is made to  
10 CONSULTANT'S subcontractors as anticipated by this Agreement.

11  
12 CONSULTANT shall refer all requests for information to DISTRICT. These same  
13 requirements shall be applicable to any of CONSULTANT'S subcontractors.  
14 CONSULTANT shall include the requirements stated in this section of the Agreement  
15 with any of its subcontractors.

16 28. DISCREPANCIES

17  
18 In the event of any conflict between the provisions of this Agreement and any Task  
19 Order, the provisions of this Agreement shall govern.

20 29. NON-APPROPRIATION OF FUNDS

21 It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by  
22 and contingent upon the availability of DISTRICT funds for the reimbursement of  
23 CONSULTANT'S fees. In the event that such funds are not forthcoming for any  
24 reason, DISTRICT shall immediately notify CONSULTANT in writing. This  
25 Agreement shall be deemed terminated and have no further force and effect  
26 immediately upon receipt of DISTRICT'S notification by CONSULTANT. In the event  
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of such termination, CONSULTANT shall be entitled to reimbursement of its costs in accordance with Sections 5 and 6 (COMPENSATION and PAYMENTS).

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

APR 23 2013

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: Warren D. Williams  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

By: Marion Ashley  
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  
NEAL R. KIPNIS  
Deputy County Counsel

By: Kellie Burton  
Deputy


(SEAL)

Multi-Year Consulting Services Agreement  
w/Tory R. Walker Engineering, Inc. (FY 2012-13 to FY 2015-16)  
03/13/2013

APR 23 2013 11-6

**TORY R. WALKER ENGINEERING, INC.**

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By:   
TORY R. WALKER  
President

Multi-Year Consulting Services Agreement  
w/Tory R. Walker Engineering, Inc. (FY 2012-13 to FY 2015-16)  
03/13/2013

ATTACHMENT "A"  
SCOPE OF SERVICES

CONSULTANT may be asked to perform one or more of the following types of Watershed Protection programs support services as specifically directed in Task Orders issued to CONSULTANT:

1. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM  
Tasks may include general NPDES program regulatory support, permit negotiation support, compliance program development and implementation, program assessment and reporting, training and outreach, program funding facilitation and other related activities.
2. TOTAL MAXIMUM DAILY LOADS (TMDL)/BASIN PLANNING  
Tasks may include assisting with basin planning efforts, TMDL development, TMDL compliance program development/implementation, BMP or watersheds modeling and assessment efforts and other related activities.
3. MONITORING PROGRAM  
Task may include monitoring program design, program reporting and assessment, monitoring special studies, field data collection and other related activities.
4. LABORATORY ANALYSIS  
Tasks may include assessment of aqueous, sedimentary or other using chemical analyses, bacteriological analyses, toxicological analyses, biological analyses, genetic analyses, and other related activities.
5. PUBLIC EDUCATION/OUTREACH PROGRAM  
Tasks may include developing and conducting presentations, outreach programs, producing print and electronic media, website development, establishing business partnerships and other related activities.
6. WATER CONSERVATION  
Tasks may include groundwater recharge master planning, integration of water conservation functions into flood control facilities, establishing water resource needs, seeking multipurpose project opportunities, identification of partnerships, conducting hydrogeologic investigations and other related activities.
7. OTHER TASKS AS ASSIGNED  
From time to time the District may require other tasks not explicitly identified above to be performed in order to accomplish the Watershed Protection Division objectives.

Multi-Year Consulting Services Agreement  
w/Tory R. Walker Engineering, Inc. (FY 2012-13 to FY 2015-16)  
03/12/2013

**ATTACHMENT "B"**  
**TASK ORDER APPROVAL FORM**

CONSULTANT: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

The Scope of Services for \_\_\_\_\_, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated \_\_\_\_\_ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$ \_\_\_\_\_, unless otherwise modified by the DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
(To be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

**TORY R. WALKER ENGINEERING, INC.**

By: \_\_\_\_\_  
TORY R. WALKER  
President

MULTI-YEAR CONSULTING SERVICES AGREEMENT  
FY 2012-13 to FY 2015-16

1  
2 The Riverside County Flood Control and Water Conservation District, hereinafter  
3 called "DISTRICT", and Stetson Engineers Inc., hereinafter called "CONSULTANT", hereby  
4 agree as follows:

5  
6 1. PROJECT

7 CONSULTANT shall provide on-call professional services, on an as-needed basis as  
8 requested by DISTRICT, for DISTRICT'S watershed protection programs in accordance  
9 with applicable Federal, State, and local laws and regulations.

10 2. SCOPE OF SERVICES

11 As requested by DISTRICT, CONSULTANT shall provide professional services in  
12 support of DISTRICT'S Watershed Protection Division programs and ancillary services  
13 as further described in the "Scope of Services", attached hereto as Attachment "A" and  
14 made a part hereof. During the term of this Agreement, CONSULTANT may be  
15 invited to submit budget proposals for one or more of the various services listed in  
16 Attachment "A" as requested by DISTRICT and be assigned subsequent Task Orders,  
17 the form of which is Attachment "B" attached hereto. CONSULTANT understands and  
18 expressly agrees that the execution of this Agreement by CONSULTANT and/or the  
19 submission of any budget proposal to furnish services does not guarantee the  
20 assignment or approval of any subsequent Task Order(s).

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23 3. PERSONNEL

24 A. Project Manager

25 For each Task Order, DISTRICT shall designate a representative who shall act  
26 as DISTRICT'S Project Manager ("Project Manager"). Project Manager shall  
27 have authority to act on behalf of DISTRICT for all purposes under this Task  
28

Order. DISTRICT shall provide written notice to CONSULTANT of any change in Project Manager assignment for a given Task Order.

B. CONSULTANT'S Representative

CONSULTANT shall appoint a designated Representative for each assigned Task Order who shall be responsible for coordinating all aspects of the assigned Task Order. CONSULTANT'S Representative shall be available to DISTRICT'S Project Manager at reasonable times. CONSULTANT may appoint another person as Representative upon written notice to DISTRICT.

C. Substitution of Key Personnel

At the time of Task Order approval, CONSULTANT shall identify its Key Personnel who will perform each assigned Task Order to DISTRICT'S Project Manager. Should one or more of the identified Key Personnel become unavailable, CONSULTANT may substitute other personnel of equal or greater competence upon written approval by DISTRICT. In the event that DISTRICT and CONSULTANT cannot agree as to the substitution of the Key Personnel, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

4. TERM

The term of this Agreement shall become effective on the date the Agreement is executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2016 and completed by December 31, 2016.

5. COMPENSATION

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CONSULTANT shall receive compensation for all services satisfactorily performed under this Agreement in accordance with the terms of the approved Task Order(s). The total amount to be paid to CONSULTANT for the performance of all Task Orders approved pursuant to this Agreement shall not exceed three hundred fifty thousand dollars (\$350,000) in any fiscal year and shall not exceed the sum of one million fifty thousand dollars (\$1,050,000) over the entire term of this Agreement.

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6. PAYMENT

Progress payments shall be made in accordance with the Compensation/Fee Rate Schedule attached to the approved Task Order. Progress payments shall be processed no more than once per month. Upon satisfactory performance of CONSULTANT'S services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT'S receipt of CONSULTANT'S appropriate invoices. DISTRICT shall not pay interest or finance charges on any outstanding balance(s). CONSULTANT shall submit its invoice, in arrears, no later than sixty (60) calendar days following the month for which services were rendered. Failure to submit a timely invoice will result in non-payment of services. DISTRICT shall not be responsible for payment of any of CONSULTANT'S invoices submitted after the 60-day period. CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify the invoices of CONSULTANT. All invoices shall itemize charges to conform to the Compensation/Fee Rate Schedule negotiated for the Task Order. DISTRICT shall notify CONSULTANT of any disputed amounts on invoice within thirty (30) days of receipt.

1 7. PROJECT PERFORMANCE

2 A. Commencement of Services

3 CONSULTANT shall commence performance of the services for each Task  
4 Order upon receipt of DISTRICT'S approved Task Order.

5 B. Time of Completion

6 Time is of the essence in the performance of this Agreement. CONSULTANT  
7 shall complete services in accordance with the schedule(s) set forth in the  
8 approved Task Order(s).  
9

10 8. LICENSES – CONSULTANT, its employees, agents, contractors and subcontractors  
11 shall possess appropriate Federal and/or State permits and maintain professional  
12 licenses required by the applicable Federal, State and local regulations at all times while  
13 performing services under this Agreement.

14 9. STANDARD OF CARE

15 While performing the services, CONSULTANT shall exercise the reasonable  
16 professional care and skill customarily exercised by reputable members of  
17 CONSULTANT'S profession practicing in the State of California, and shall use  
18 reasonable diligence and best judgment while exercising CONSULTANT'S professional  
19 skill and expertise. By executing this Agreement, CONSULTANT represents and  
20 maintains that CONSULTANT has the necessary experience and expertise to skillfully  
21 perform all services, duties and obligations required by this Agreement and to fully and  
22 adequately complete each approved Task Order.  
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24 10. ERRORS AND OMISSIONS

25 In the event CONSULTANT'S reports or work products contain any errors or omissions  
26 that cause DISTRICT to incur additional expense beyond what would have otherwise  
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1 resulted if there were no errors or omissions in CONSULTANT'S reports or work  
2 products, such additional expense shall be borne solely by CONSULTANT.

3 11. PERMITS AND RIGHTS OF ENTRY

4 DISTRICT shall obtain all rights of entry as may be required to allow CONSULTANT  
5 to perform the proposed consulting services within and upon privately-owned property.

6 All permits and rights of entry as may be required from any and all affected public  
7 entities shall be obtained by CONSULTANT. Sufficient evidence of having obtained  
8 such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT,  
9 prior to initiation of work. CONSULTANT will prosecute the work in such a manner  
10 as to minimize public inconvenience and possible hazard, and will restore the streets  
11 and other work areas to their original condition and former usefulness as soon as  
12 practicable. CONSULTANT shall be responsible for the protection of public and  
13 private property adjacent to the work and shall exercise due caution to avoid damage to  
14 such property.  
15

16  
17 12. NOTICES

18 Any and all notices sent or required to be sent to the parties of this Agreement will be  
19 mailed by first class mail, postage prepaid, to the following addresses:

20 RIVERSIDE COUNTY FLOOD CONTROL  
21 AND WATER CONSERVATION DISTRICT  
22 1995 Market Street  
23 Riverside, CA 92501  
24 Attn: Watershed Protection Division

STETSON ENGINEERS INC.  
2171 E. Francisco Blvd., Suite K  
San Rafael, CA 94901  
Attn: Scott Thomas

25 13. REQUIRED INSURANCE

26 CONSULTANT shall not commence operations until DISTRICT has been furnished  
27 with original certificate(s) of insurance and original certified copies of endorsements  
28

1 and if requested, certified original policies of insurance including all endorsements and  
2 any and all other attachments as required in this Section.

3 Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold  
4 DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be  
5 maintained, at its sole cost and expense, the following insurance coverages during the  
6 term of this Agreement:

7 A. Workers' Compensation

8 If CONSULTANT has employees as defined by the State of California,  
9 CONSULTANT shall maintain statutory Workers' Compensation Insurance  
10 (Coverage A) as prescribed by the laws of the State of California. Policy shall  
11 include Employer's Liability (Coverage B) including Occupational Disease with  
12 limits not less than \$1,000,000 per person per accident. Policy shall be endorsed  
13 to waive subrogation in favor of DISTRICT and, if applicable, to provide a  
14 Borrowed Servant/Alternate Employer endorsement.  
15

16 B. Commercial General Liability

17 Commercial General Liability insurance coverage, including but not limited to,  
18 premises liability, unmodified contractual liability, products and completed  
19 operations liability, personal and advertising injury, and cross liability coverage,  
20 covering claims which may arise from or out of CONSULTANT'S performance  
21 of its obligations hereunder. Policy shall name the Riverside County Flood  
22 Control and Water Conservation District, the County of Riverside, its agencies,  
23 districts, special districts, and departments, their respective directors, officers,  
24 Board of Supervisors, employees, elected or appointed officials, employees,  
25 agents or representatives as additional insureds. Policy's limit of liability shall  
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1 not be less than \$1,000,000 per occurrence combined single limit. If such  
2 insurance contains a general aggregate limit, it shall apply separately to this  
3 Agreement or be no less than two (2) times the occurrence limit.

4 C. Vehicle Liability

5 If vehicles or mobile equipment are used in the performance of the obligations  
6 under this Agreement, CONSULTANT shall maintain liability insurance for all  
7 owned, non-owned or hired vehicles so used in an amount not less than  
8 \$1,000,000 per occurrence combined single limit. If such insurance contains a  
9 general aggregate limit, it shall apply separately to this Agreement or be no less  
10 than two (2) times the occurrence limit. Policy shall name the Riverside County  
11 Flood Control and Water Conservation District, the County of Riverside, its  
12 agencies, districts, special districts, and departments, their respective directors,  
13 officers, Board of Supervisors, elected or appointed officials, employees, agents  
14 or representatives as additional insureds.

15 D. Professional Liability

16  
17 CONSULTANT shall maintain Professional Liability Insurance providing  
18 coverage for CONSULTANT'S performance of work included within this  
19 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence  
20 and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability  
21 Insurance is written on a claims made basis rather than an occurrence basis, such  
22 insurance shall continue through the term of this Agreement and  
23 CONSULTANT shall purchase at his sole expense either: 1) an Extended  
24 Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates  
25 Coverage from a new insurer with a date retroactive to the date of, or prior to,  
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1 the inception of this Agreement; or 3) demonstrate through Certificates of  
2 Insurance that CONSULTANT has maintained continuous coverage with the  
3 same or original insurer. Coverage provided under items: 1), 2) or 3) will  
4 continue as long as the law allows.

5 E. General Insurance Provisions – All Lines

6 A. Any insurance carrier providing insurance coverage hereunder shall be  
7 admitted to the State of California and have an A.M. BEST rating of not  
8 less than an A: VIII (A: 8) unless such requirements are waived, in  
9 writing, by the County Risk Manager. If the County's Risk Manager  
10 waives a requirement for a particular insurer such waiver is only valid  
11 for the specific insurer and only for one policy term.

12 B. CONSULTANT must declare its insurance self-insured retention for  
13 each coverage required herein. If any such self-insured retention  
14 exceeds \$500,000 per occurrence each such retention shall have the prior  
15 written consent of the County Risk Manager before the commencement  
16 of operations under this Agreement. Upon notification of self-insured  
17 retention deemed unacceptable to DISTRICT, and at the election of the  
18 County's Risk Manager, CONSULTANT'S carriers shall either: 1)  
19 reduce or eliminate such self-insured retention with respect to this  
20 Agreement with DISTRICT, or 2) procure a bond which guarantees  
21 payment of losses and related investigations, claims administration, and  
22 defense costs and expenses.

23 C. CONSULTANT shall cause their insurance carrier(s) to furnish  
24 DISTRICT with: 1) a properly executed original certificate(s) of  
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1 insurance and original certified copies of endorsements effecting  
2 coverage as required herein; and 2) if requested to do so orally or in  
3 writing by the County Risk Manager, provide original certified copies of  
4 policies including all endorsements and all attachments thereto, showing  
5 such insurance is in full force and effect. Further, said certificate(s) and  
6 policies of insurance shall contain the covenant of the insurance  
7 carrier(s) that thirty (30) days written notice shall be given to DISTRICT  
8 prior to any material modification, cancellation, expiration, or reduction  
9 in coverage of such insurance. In the event of a material modification,  
10 cancellation, expiration, or reduction in coverage, this Agreement shall  
11 terminate forthwith, unless DISTRICT receives, prior to such effective  
12 date, another properly executed original certificate of insurance and  
13 original copies of endorsements or original certified policies, including  
14 all endorsements and attachments thereto, evidencing coverages set forth  
15 herein and the insurance required herein is in full force and effect.  
16 Individual(s) authorized by the insurance carrier to do so on its behalf  
17 shall sign the original endorsements for each policy and the certificate of  
18 insurance.  
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21 D. It is understood and agreed by the parties hereto that CONSULTANT'S  
22 insurance shall be construed as primary insurance, and DISTRICT'S  
23 insurance and/or deductibles and/or self-insured retentions or self-  
24 insured programs shall not be construed as contributory.  
25

26 E. If, during the term of this Agreement or any extension thereof, there is a  
27 material change in the scope of services; or there is a material change in  
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1 the equipment to be used in the performance of the scope of work which  
2 will add additional exposures (such as the use of aircraft, watercraft,  
3 cranes, etc.); or the term of this Agreement, including any extensions  
4 thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the  
5 types of insurance required under this Agreement and the monetary  
6 limits of liability for the insurance coverage currently required herein, if,  
7 in the County Risk Manager's reasonable judgment, the amount or type  
8 of insurance carried by CONSULTANT has become inadequate.

9  
10 F. CONSULTANT shall pass down the insurance obligations contained  
11 herein to all tiers of subcontractors working under this Agreement.

12 G. The insurance requirements contained in this Agreement may be met  
13 with a program(s) of self-insurance acceptable to DISTRICT.

14 H. CONSULTANT agrees to notify DISTRICT of any claim by a third  
15 party or any incident or event that may give rise to a claim arising from  
16 the performance of this Agreement.  
17

18 14. INDEMNIFICATION

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

3 CONSULTANT shall defend, at its sole expense, including all costs and fees (including  
4 but not limited to attorney fees, cost of investigation, defense and settlements or  
5 awards), DISTRICT (including its directors, officers, Board of Supervisors, elected and  
6 appointed officials, employees, agents and representatives) in any claim, proceeding or  
7 action for which indemnification is required.

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

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

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

20 In the event there is conflict between this section and California Civil Code Section  
21 2782, this section shall be interpreted to comply with California Civil Code Section  
22 2782. Such interpretation shall not relieve CONSULTANT from indemnifying  
23 DISTRICT (including its directors, officers, Board of Supervisors, elected and  
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appointed officials, employees, agents and representatives) or the County of Riverside to the fullest extent allowed by law.

15. WORK PRODUCT

CONSULTANT shall provide DISTRICT with all data, materials, drawings, logs, report(s) and any other documents as set forth in the approved Task Order(s). All data, materials, drawings, logs, and reports and any other documents produced by CONSULTANT in the performance of the services as set forth in the approved Task Order(s) shall be and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT. If any such material is subject to copyright or trademark, the parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such material, in whole or in part, and to authorize others to do so, provided written credit is given the author.

16. TERMINATION

At any time during the term of this Agreement, DISTRICT may:

A. Agreement

- 1) Terminate this Agreement without cause upon providing CONSULTANT thirty (30) days written notice stating the extent and effective date of termination; or
- 2) Upon five (5) days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply



1 with the provisions of this Agreement or fails to make progress so as to  
2 endanger performance and does not cure such failure within a reasonable  
3 period of time. In the event of such termination, DISTRICT may  
4 proceed with the work in a manner deemed proper to DISTRICT.

5 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall:

6 i) stop all work under this Agreement on the date specified in the Notice of  
7 Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the  
8 extent, if any, as directed by DISTRICT, any equipment, data or reports which,  
9 if the Agreement had been completed, would have been required to be furnished  
10 to DISTRICT.  
11

12 In the event DISTRICT terminates this Agreement, DISTRICT shall make  
13 payment for all services performed in accordance with this Agreement to the  
14 date of termination, a total amount which bears the same ratio to the total  
15 maximum fee otherwise payable under this Agreement as the services actually  
16 bear to the total services necessary for performance of this Agreement.  
17 Notwithstanding any of the other provision of this Agreement, CONSULTANT  
18 rights under this Agreement shall terminate (except for fees accrued prior to the  
19 date of termination) upon dishonesty, or a willful or material breach of this  
20 Agreement by CONSULTANT; or in the event of CONSULTANT'S  
21 unwillingness or inability for any reason whatsoever to perform the duties  
22 hereunder; or if the Agreement is terminated pursuant to Section 26 (NON-  
23 DISCRIMINATION). In such event, CONSULTANT shall not be entitled to  
24 any further compensation under this Agreement. The rights and remedies of  
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1 DISTRICT provided in this section shall not be exclusive and are in addition to  
2 any other rights and remedies provided by law or under this Agreement.

3 B. Approved Task Order

4 Terminate an approved Task Order or portion thereof without cause upon  
5 providing CONSULTANT fourteen (14) days written notice stating the extent  
6 and effective date of termination. In the event DISTRICT issues a Notice of  
7 Termination for an approved Task Order, CONSULTANT shall: i) stop all work  
8 under the Task Order on the date specified in the Notice of Termination; and ii)  
9 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as  
10 directed by DISTRICT, any equipment, data, reports or other documents which,  
11 if the Task Order had been completed, would have been required to be furnished  
12 to DISTRICT.  
13

14 In the event DISTRICT terminates an approved Task Order, DISTRICT shall  
15 make payment for all services satisfactorily performed in accordance with the  
16 negotiated Task Order to the date of termination, a total amount which bears the  
17 same ratio to the total maximum fee otherwise payable under the Task Order as  
18 the services actually bear to the total services necessary for performance of the  
19 Task Order.  
20

21 17. BASIC SERVICES OF CONSULTANT

22 The scope of services associated with the performance of any specific Task Order under  
23 this Agreement shall be expressly defined and agreed upon prior to the approval of the  
24 Task Order by DISTRICT'S General Manager-Chief Engineer. Any changes to the  
25 approved scope of services must be authorized by DISTRICT'S General Manager-Chief  
26 Engineer, and shall be made in writing.  
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1           A.     Right to Preliminary Review

2           All work prepared by CONSULTANT shall be subject to the approval of Project  
3           Manager. CONSULTANT shall allow Project Manager to inspect and review  
4           CONSULTANT'S work in progress at any reasonable time. All reports,  
5           working papers, and similar work products prepared for submission in the  
6           course of providing services under this Agreement shall be submitted to the  
7           Project Manager in draft form. In the event that Project Manager, in his or her  
8           sole discretion, determines the formally submitted work product to be  
9           inadequate, CONSULTANT may be required to revise and resubmit the work at  
10          no additional cost to DISTRICT. Should CONSULTANT fail to make  
11          requested corrections in a timely manner, such corrections may be made by  
12          DISTRICT, and the cost thereof charged to CONSULTANT. The responsibility  
13          for accuracy and completeness of such items remains solely that of  
14          CONSULTANT. Neither DISTRICT'S review nor approval shall give rise to  
15          any liability or responsibility on the part of DISTRICT, or waive any of  
16          DISTRICT'S rights, or relieve CONSULTANT of its professional  
17          responsibilities or obligations under this Agreement.

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20          B.     Progress Reports

21          Attached with CONSULTANT'S periodic invoice(s), CONSULTANT shall  
22          submit a Progress Report indicating the project status in relation to the approved  
23          Project Schedule and, as DISTRICT deems necessary, an updated Project  
24          Schedule for review and approval. Failure to submit the Progress Report or  
25          updated Project Schedule shall be cause for DISTRICT to withhold payment of  
26          CONSULTANT'S invoice.  
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18. INDEPENDENT CONTRACTOR

1  
2 CONSULTANT and the agents and employees of CONSULTANT, shall act at all times  
3 in an independent capacity during the term of this Agreement and in the performance of  
4 the services to be rendered hereunder and shall not act as or shall not be and shall not in  
5 any manner be considered to be employees or agents of DISTRICT.

6 19. SUBCONTRACTING

7 CONSULTANT may, at CONSULTANT'S own expense, retain or employ sub-  
8 consultants to accomplish certain portions of the work covered by this Agreement.  
9 However, except as specifically provided in the Compensation/Fee Rate Schedule  
10 attached to the approved Task Order or as expressly identified in this Agreement, no  
11 portion of the services pertinent to this Agreement shall be subcontracted without prior  
12 written approval and authorization by DISTRICT.

13  
14 Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate  
15 Schedule attached to the approved Task Order or as expressly identified in this  
16 Agreement, become unavailable, CONSULTANT may substitute other sub-consultants  
17 of equal or greater competence upon written approval by DISTRICT. In the event that  
18 DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-  
19 consultant, DISTRICT may terminate the Task Order, pursuant to the applicable  
20 provisions of this Agreement.

21  
22 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties  
23 under this Agreement, CONSULTANT shall require its sub-consultants to comply with  
24 the terms of this Agreement in the same manner as required of CONSULTANT. The  
25 fact that CONSULTANT employs sub-consultants not in his regular employ shall not  
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1 relieve CONSULTANT of any responsibility regarding the adequacy of the sub-  
2 consultant's work performed or services provided pursuant to this Agreement.

3 20. CHANGES TO TASK ORDER SCOPE OF SERVICES

4 CONSULTANT shall not perform any additional work or services outside the scope of  
5 an approved Task Order without the prior written approval of DISTRICT'S General  
6 Manager-Chief Engineer. If at any time during the performance of an approved Task  
7 Order, CONSULTANT believes that it is necessary to include certain work or services  
8 which are not clearly covered under the scope of an approved Task Order,  
9 CONSULTANT shall immediately notify the Project Manager in writing of  
10 CONSULTANT'S assertion that the work is out of scope. Said notification by  
11 CONSULTANT to Project Manager shall not in any way be construed as proving that  
12 the work or services in question are outside the scope of the Task Order. Project  
13 Manager must approve or reject CONSULTANT'S assertion in writing. In the event  
14 Project Manager determines that CONSULTANT is correct, the additional work or  
15 services shall be authorized by a new or revised Task Order that covers the new scope,  
16 cost and schedule. In the event that such notification is not given or if Project Manager  
17 is not afforded an opportunity to negotiate the appropriate fee for such additional  
18 services prior to CONSULTANT'S commencement of such additional services, then  
19 CONSULTANT shall be deemed to have agreed to perform the work or services  
20 without any additional compensation and to have accepted sole responsibility for the  
21 performance of said work or services. Extra work done or services performed without a  
22 new or revised Task Order from DISTRICT'S General Manager-Chief Engineer shall be  
23 considered unauthorized and shall not be paid for by DISTRICT.  
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1 At any time during the performance of an approved Task Order, DISTRICT may  
2 request that CONSULTANT perform extra services. Any work which is determined by  
3 DISTRICT to be necessary for the proper completion of the approved Task Order, but  
4 which neither CONSULTANT nor DISTRICT reasonably anticipated would be  
5 necessary at the time the scope of services for the assigned Task Order was approved,  
6 must be authorized by DISTRICT'S General Manager-Chief Engineer by a new or  
7 revised Task Order.

8  
9 At any time during the performance of the Task Order, Project Manager, upon  
10 providing five (5) days written notice to CONSULTANT, may delete services and the  
11 associated fees from the Task Order. In the event DISTRICT requests deletion of  
12 services from the Task Order, DISTRICT shall make payment for all services  
13 satisfactorily performed in accordance with the negotiated Task Order up to the  
14 effective date of deletion; the amount of the payment shall be prorated to the total  
15 services necessary for completion of the Task Order. No work product for the deleted  
16 services shall be provided to DISTRICT.

17  
18 21. DISPUTES

19 A. In the event CONSULTANT considers any work demanded of CONSULTANT  
20 to be outside the requirements of this Agreement, or if CONSULTANT  
21 considers any order, instruction or decision of DISTRICT to be unfair,  
22 CONSULTANT shall promptly, upon receipt of such order, instruction or  
23 decision, ask for a written confirmation of the same whereupon CONSULTANT  
24 shall proceed without delay to perform the work or to conform to the order,  
25 instruction, or decision. However, if CONSULTANT finds such order,  
26 instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one  
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1 (21) calendar days after receipt of same, file a written protest with DISTRICT  
 2 stating clearly and in detail its objections and reasons therefor. Except for such  
 3 protests or objections as are made of record in the manner specified and within  
 4 the time stated herein, and except for such instances where the basis of a protest  
 5 could not reasonably have been foreseen by CONSULTANT within the time  
 6 limit specified for protest, CONSULTANT hereby waives all grounds for  
 7 protests or objections to orders, instruction, or decisions of DISTRICT and  
 8 hereby agrees that, as to all matters not included in such protests, the orders,  
 9 instructions and decisions of DISTRICT will be limited to matters properly  
 10 falling within DISTRICT'S authority.  
 11

12 B. Any controversy or claim arising out of or relating to this Agreement which  
 13 cannot be resolved by mutual agreement may be settled by arbitration, provided  
 14 that the parties hereto mutually agree to submit to arbitration.

15 C. Neither the pendency of a dispute nor its consideration by arbitration shall  
 16 excuse CONSULTANT from full and timely performance in accordance with  
 17 the terms of this Agreement.  
 18

19 22. ASSIGNMENT

20 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT  
 21 without the prior written consent of DISTRICT.  
 22

23 23. CONFLICT OF INTEREST

24 CONSULTANT covenants that it presently has no interest, including but not limited to,  
 25 other projects or independent contracts, and shall not acquire any such interest, direct or  
 26 indirect, which would conflict in any manner or degree with the performance of services  
 27 required to be performed under this Agreement. CONSULTANT further covenants that  
 28

1 in the performance of this Agreement, no person having any such interest shall be  
2 employed or retained by it under this Agreement.

3 24. JURISDICTION/LAW/SEVERABILITY

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

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 25. WAIVER

16 Any waiver by DISTRICT of any breach of any one or more of the terms of this  
17 Agreement shall not be construed to be a waiver of any subsequent or other breach of  
18 the same or any other term thereof. Failure on the part of DISTRICT to require exact,  
19 full and complete compliance with any terms of this Agreement shall not be construed  
20 as in any manner changing the terms hereof, or estopping DISTRICT from enforcement  
21 hereof.  
22

23 26. NON-DISCRIMINATION

24 In the performance of the terms of this Agreement, CONSULTANT shall not engage in  
25 nor permit others he may employ to engage in discrimination in the employment of  
26 persons because of the race, color, national origin or ancestry, religion, physical  
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1 handicap, disability as defined by the Americans with Disabilities Act (ADA), medical  
2 condition, marital status or sex of such persons, in accordance with the provision of  
3 California Labor Code Section 1735.

4 27. CONFIDENTIALITY OF DATA

5 All financial, statistical, personal, technical or other data and information made  
6 available to CONSULTANT shall not be disclosed (in whole or in part) by  
7 CONSULTANT to any third parties and shall be protected by CONSULTANT from  
8 unauthorized use and disclosure. The only exception to this shall be if disclosure is  
9 approved in advance in writing by DISTRICT or if the disclosure is made to  
10 CONSULTANT'S subcontractors as anticipated by this Agreement.  
11

12 CONSULTANT shall refer all requests for information to DISTRICT. These same  
13 requirements shall be applicable to any of CONSULTANT'S subcontractors.  
14 CONSULTANT shall include the requirements stated in this section of the Agreement  
15 with any of its subcontractors.  
16

17 28. DISCREPANCIES

18 In the event of any conflict between the provisions of this Agreement and any Task  
19 Order, the provisions of this Agreement shall govern.

20 29. NON-APPROPRIATION OF FUNDS

21 It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by  
22 and contingent upon the availability of DISTRICT funds for the reimbursement of  
23 CONSULTANT'S fees. In the event that such funds are not forthcoming for any  
24 reason, DISTRICT shall immediately notify CONSULTANT in writing. This  
25 Agreement shall be deemed terminated and have no further force and effect  
26 immediately upon receipt of DISTRICT'S notification by CONSULTANT. In the event  
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of such termination, CONSULTANT shall be entitled to reimbursement of its costs in accordance with Sections 5 and 6 (COMPENSATION and PAYMENTS).

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

APR 23 2013

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: Warren D. Williams  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

By: Marion Ashley  
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  
NEAL R. KIPNIS  
Deputy County Counsel

By: Kecia Harper-Ihem  
Deputy

(SEAL)

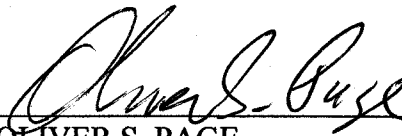
Multi-Year Consulting Services Agreement  
w/Stetson Engineers Inc. (FY 2012-13 to FY 2015-16)  
03/13/2013

APR 23 2013

11-6

**STETSON ENGINEERS INC.**

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By:   
OLIVER S. PAGE  
Chief Executive Officer/Chief Financial  
Officer

Multi-Year Consulting Services Agreement  
w/Stetson Engineers Inc. (FY 2012-13 to FY 2015-16)  
03/13/2013

ATTACHMENT "A"  
SCOPE OF SERVICES

CONSULTANT may be asked to perform one or more of the following types of Watershed Protection programs support services as specifically directed in Task Orders issued to CONSULTANT:

1. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM  
Tasks may include general NPDES program regulatory support, permit negotiation support, compliance program development and implementation, program assessment and reporting, training and outreach, program funding facilitation and other related activities.
2. TOTAL MAXIMUM DAILY LOADS (TMDL)/BASIN PLANNING  
Tasks may include assisting with basin planning efforts, TMDL development, TMDL compliance program development/implementation, BMP or watersheds modeling and assessment efforts and other related activities.
3. MONITORING PROGRAM  
Task may include monitoring program design, program reporting and assessment, monitoring special studies, field data collection and other related activities.
4. LABORATORY ANALYSIS  
Tasks may include assessment of aqueous, sedimentary or other using chemical analyses, bacteriological analyses, toxicological analyses, biological analyses, genetic analyses, and other related activities.
5. PUBLIC EDUCATION/OUTREACH PROGRAM  
Tasks may include developing and conducting presentations, outreach programs, producing print and electronic media, website development, establishing business partnerships and other related activities.
6. WATER CONSERVATION  
Tasks may include groundwater recharge master planning, integration of water conservation functions into flood control facilities, establishing water resource needs, seeking multipurpose project opportunities, identification of partnerships, conducting hydrogeologic investigations and other related activities.
7. OTHER TASKS AS ASSIGNED  
From time to time the District may require other tasks not explicitly identified above to be performed in order to accomplish the Watershed Protection Division objectives.

Multi-Year Consulting Services Agreement  
w/Stetson Engineers Inc. (FY 2012-13 to FY 2015-16)  
03/12/2013

ATTACHMENT "B"  
**TASK ORDER APPROVAL FORM**

CONSULTANT: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

The Scope of Services for \_\_\_\_\_, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated \_\_\_\_\_ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$ \_\_\_\_\_, unless otherwise modified by the DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
(To be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

**STETSON ENGINEERS INC.**

By: \_\_\_\_\_  
OLIVER S. PAGE  
Chief Executive Officer/Chief Financial Officer

MULTI-YEAR CONSULTING SERVICES AGREEMENT  
FY 2012-13 to FY 2015-16

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The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and Larry Walker Associates, Inc., hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT

CONSULTANT shall provide on-call professional services, on an as-needed basis as requested by DISTRICT, for DISTRICT'S watershed protection programs in accordance with applicable Federal, State, and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide professional services in support of DISTRICT'S Watershed Protection Division programs and ancillary services as further described in the "Scope of Services", attached hereto as Attachment "A" and made a part hereof. During the term of this Agreement, CONSULTANT may be invited to submit budget proposals for one or more of the various services listed in Attachment "A" as requested by DISTRICT and be assigned subsequent Task Orders, the form of which is Attachment "B" attached hereto. CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any budget proposal to furnish services does not guarantee the assignment or approval of any subsequent Task Order(s).

3. PERSONNEL

A. Project Manager

For each Task Order, DISTRICT shall designate a representative who shall act as DISTRICT'S Project Manager ("Project Manager"). Project Manager shall have authority to act on behalf of DISTRICT for all purposes under this Task

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1 Order. DISTRICT shall provide written notice to CONSULTANT of any  
2 change in Project Manager assignment for a given Task Order.

3 B. CONSULTANT'S Representative

4 CONSULTANT shall appoint a designated Representative for each assigned  
5 Task Order who shall be responsible for coordinating all aspects of the assigned  
6 Task Order. CONSULTANT'S Representative shall be available to  
7 DISTRICT'S Project Manager at reasonable times. CONSULTANT may  
8 appoint another person as Representative upon written notice to DISTRICT.  
9

10 C. Substitution of Key Personnel

11 At the time of Task Order approval, CONSULTANT shall identify its Key  
12 Personnel who will perform each assigned Task Order to DISTRICT'S Project  
13 Manager. Should one or more of the identified Key Personnel become  
14 unavailable, CONSULTANT may substitute other personnel of equal or greater  
15 competence upon written approval by DISTRICT. In the event that DISTRICT  
16 and CONSULTANT cannot agree as to the substitution of the Key Personnel,  
17 DISTRICT may terminate the Task Order, pursuant to the applicable provisions  
18 of this Agreement.  
19

20 4. TERM

21 The term of this Agreement shall become effective on the date the Agreement is  
22 executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the  
23 required date for completion of an assigned Task Order, provided that such Task Order  
24 was approved prior to June 30, 2016 and completed by December 31, 2016.  
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5. COMPENSATION

1 CONSULTANT shall receive compensation for all services satisfactorily performed  
2 under this Agreement in accordance with the terms of the approved Task Order(s). The  
3 total amount to be paid to CONSULTANT for the performance of all Task Orders  
4 approved pursuant to this Agreement shall not exceed three hundred fifty thousand  
5 dollars (\$350,000) in any fiscal year and shall not exceed the sum of one million fifty  
6 thousand dollars (\$1,050,000) over the entire term of this Agreement.  
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9 6. PAYMENT

10 Progress payments shall be made in accordance with the Compensation/Fee Rate  
11 Schedule attached to the approved Task Order. Progress payments shall be processed  
12 no more than once per month. Upon satisfactory performance of CONSULTANT'S  
13 services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT  
14 within forty-five (45) days after DISTRICT'S receipt of CONSULTANT'S appropriate  
15 invoices. DISTRICT shall not pay interest or finance charges on any outstanding  
16 balance(s). CONSULTANT shall submit its invoice, in arrears, no later than sixty (60)  
17 calendar days following the month for which services were rendered. Failure to submit  
18 a timely invoice will result in non-payment of services. DISTRICT shall not be  
19 responsible for payment of any of CONSULTANT'S invoices submitted after the 60-  
20 day period. CONSULTANT shall keep employee and expense records according to  
21 customary accounting methods and such records shall, upon request, be available for  
22 inspection by DISTRICT to verify the invoices of CONSULTANT. All invoices shall  
23 itemize charges to conform to the Compensation/Fee Rate Schedule negotiated for the  
24 Task Order. DISTRICT shall notify CONSULTANT of any disputed amounts on  
25 invoice within thirty (30) days of receipt.  
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7. PROJECT PERFORMANCE

A. Commencement of Services

CONSULTANT shall commence performance of the services for each Task Order upon receipt of DISTRICT'S approved Task Order.

B. Time of Completion

Time is of the essence in the performance of this Agreement. CONSULTANT shall complete services in accordance with the schedule(s) set forth in the approved Task Order(s).

8. LICENSES – CONSULTANT, its employees, agents, contractors and subcontractors shall possess appropriate Federal and/or State permits and maintain professional licenses required by the applicable Federal, State and local regulations at all times while performing services under this Agreement.

9. STANDARD OF CARE

While performing the services, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT'S profession practicing in the State of California, and shall use reasonable diligence and best judgment while exercising CONSULTANT'S professional skill and expertise. By executing this Agreement, CONSULTANT represents and maintains that CONSULTANT has the necessary experience and expertise to skillfully perform all services, duties and obligations required by this Agreement and to fully and adequately complete each approved Task Order.

10. ERRORS AND OMISSIONS

In the event CONSULTANT'S reports or work products contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise

1 resulted if there were no errors or omissions in CONSULTANT'S reports or work  
2 products, such additional expense shall be borne solely by CONSULTANT.

3 11. PERMITS AND RIGHTS OF ENTRY

4 DISTRICT shall obtain all rights of entry as may be required to allow CONSULTANT  
5 to perform the proposed consulting services within and upon privately-owned property.  
6 All permits and rights of entry as may be required from any and all affected public  
7 entities shall be obtained by CONSULTANT. Sufficient evidence of having obtained  
8 such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT,  
9 prior to initiation of work. CONSULTANT will prosecute the work in such a manner  
10 as to minimize public inconvenience and possible hazard, and will restore the streets  
11 and other work areas to their original condition and former usefulness as soon as  
12 practicable. CONSULTANT shall be responsible for the protection of public and  
13 private property adjacent to the work and shall exercise due caution to avoid damage to  
14 such property.  
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17 12. NOTICES

18 Any and all notices sent or required to be sent to the parties of this Agreement will be  
19 mailed by first class mail, postage prepaid, to the following addresses:

20 RIVERSIDE COUNTY FLOOD CONTROL  
21 AND WATER CONSERVATION DISTRICT  
22 1995 Market Street  
23 Riverside, CA 92501  
Attn: Watershed Protection Division

LARRY WALKER  
ASSOCIATES, INC.  
707 Fourth Street, Suite 200  
Davis, CA 95616  
Attn: Karen Cowan

24 13. REQUIRED INSURANCE

25 CONSULTANT shall not commence operations until DISTRICT has been furnished  
26 with original certificate(s) of insurance and original certified copies of endorsements  
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and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.

Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

A. Workers' Compensation

If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT and, if applicable, to provide a Borrowed Servant/Alternate Employer endorsement.

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 CONSULTANT'S performance of its obligations hereunder. Policy shall name the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, employees, agents or representatives as additional insureds. Policy's limit of liability shall

1 not be less than \$1,000,000 per occurrence combined single limit. If such  
2 insurance contains a general aggregate limit, it shall apply separately to this  
3 Agreement or be no less than two (2) times the occurrence limit.

4 C. Vehicle Liability

5 If vehicles or mobile equipment are used in the performance of the obligations  
6 under this Agreement, CONSULTANT shall maintain liability insurance for all  
7 owned, non-owned or hired vehicles so used in an amount not less than  
8 \$1,000,000 per occurrence combined single limit. If such insurance contains a  
9 general aggregate limit, it shall apply separately to this Agreement or be no less  
10 than two (2) times the occurrence limit. Policy shall name the Riverside County  
11 Flood Control and Water Conservation District, the County of Riverside, its  
12 agencies, districts, special districts, and departments, their respective directors,  
13 officers, Board of Supervisors, elected or appointed officials, employees, agents  
14 or representatives as additional insureds.  
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16 D. Professional Liability

17 CONSULTANT shall maintain Professional Liability Insurance providing  
18 coverage for CONSULTANT'S performance of work included within this  
19 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence  
20 and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability  
21 Insurance is written on a claims made basis rather than an occurrence basis, such  
22 insurance shall continue through the term of this Agreement and  
23 CONSULTANT shall purchase at his sole expense either: 1) an Extended  
24 Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates  
25 Coverage from a new insurer with a date retroactive to the date of, or prior to,  
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1 the inception of this Agreement; or 3) demonstrate through Certificates of  
2 Insurance that CONSULTANT has maintained continuous coverage with the  
3 same or original insurer. Coverage provided under items: 1), 2) or 3) will  
4 continue as long as the law allows.

5 E. General Insurance Provisions – All Lines

6 A. Any insurance carrier providing insurance coverage hereunder shall be  
7 admitted to the State of California and have an A.M. BEST rating of not  
8 less than an A: VIII (A: 8) unless such requirements are waived, in  
9 writing, by the County Risk Manager. If the County's Risk Manager  
10 waives a requirement for a particular insurer such waiver is only valid  
11 for the specific insurer and only for one policy term.

12 B. CONSULTANT must declare its insurance self-insured retention for  
13 each coverage required herein. If any such self-insured retention  
14 exceeds \$500,000 per occurrence each such retention shall have the prior  
15 written consent of the County Risk Manager before the commencement  
16 of operations under this Agreement. Upon notification of self-insured  
17 retention deemed unacceptable to DISTRICT, and at the election of the  
18 County's Risk Manager, CONSULTANT'S carriers shall either: 1)  
19 reduce or eliminate such self-insured retention with respect to this  
20 Agreement with DISTRICT, or 2) procure a bond which guarantees  
21 payment of losses and related investigations, claims administration, and  
22 defense costs and expenses.

23 C. CONSULTANT shall cause their insurance carrier(s) to furnish  
24 DISTRICT with: 1) a properly executed original certificate(s) of  
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1 insurance and original certified copies of endorsements effecting  
2 coverage as required herein; and 2) if requested to do so orally or in  
3 writing by the County Risk Manager, provide original certified copies of  
4 policies including all endorsements and all attachments thereto, showing  
5 such insurance is in full force and effect. Further, said certificate(s) and  
6 policies of insurance shall contain the covenant of the insurance  
7 carrier(s) that thirty (30) days written notice shall be given to DISTRICT  
8 prior to any material modification, cancellation, expiration, or reduction  
9 in coverage of such insurance. In the event of a material modification,  
10 cancellation, expiration, or reduction in coverage, this Agreement shall  
11 terminate forthwith, unless DISTRICT receives, prior to such effective  
12 date, another properly executed original certificate of insurance and  
13 original copies of endorsements or original certified policies, including  
14 all endorsements and attachments thereto, evidencing coverages set forth  
15 herein and the insurance required herein is in full force and effect.  
16 Individual(s) authorized by the insurance carrier to do so on its behalf  
17 shall sign the original endorsements for each policy and the certificate of  
18 insurance.  
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21 D. It is understood and agreed by the parties hereto that CONSULTANT'S  
22 insurance shall be construed as primary insurance, and DISTRICT'S  
23 insurance and/or deductibles and/or self-insured retentions or self-  
24 insured programs shall not be construed as contributory.  
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26 E. If, during the term of this Agreement or any extension thereof, there is a  
27 material change in the scope of services; or there is a material change in  
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1 the equipment to be used in the performance of the scope of work which  
 2 will add additional exposures (such as the use of aircraft, watercraft,  
 3 cranes, etc.); or the term of this Agreement, including any extensions  
 4 thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the  
 5 types of insurance required under this Agreement and the monetary  
 6 limits of liability for the insurance coverage currently required herein, if,  
 7 in the County Risk Manager's reasonable judgment, the amount or type  
 8 of insurance carried by CONSULTANT has become inadequate.

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 10 F. CONSULTANT shall pass down the insurance obligations contained  
 11 herein to all tiers of subcontractors working under this Agreement.

12 G. The insurance requirements contained in this Agreement may be met  
 13 with a program(s) of self-insurance acceptable to DISTRICT.

14 H. CONSULTANT agrees to notify DISTRICT of any claim by a third  
 15 party or any incident or event that may give rise to a claim arising from  
 16 the performance of this Agreement.

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 18 14. INDEMNIFICATION

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

3 CONSULTANT shall defend, at its sole expense, including all costs and fees (including  
4 but not limited to attorney fees, cost of investigation, defense and settlements or  
5 awards), DISTRICT (including its directors, officers, Board of Supervisors, elected and  
6 appointed officials, employees, agents and representatives) in any claim, proceeding or  
7 action for which indemnification is required.

8 With respect to any of CONSULTANT'S indemnification requirements,  
9 CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice  
10 and shall have the right to adjust, settle, or compromise any such claim, proceeding or  
11 action without the prior consent of DISTRICT; provided, however, that such  
12 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
13 CONSULTANT'S indemnification obligations to DISTRICT.  
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15 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT  
16 has provided to DISTRICT the appropriate form of dismissal (or similar document)  
17 relieving DISTRICT from any liability for the claim, proceeding or action involved.  
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19 The specified insurance limits required in this Agreement shall in no way limit or  
20 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT  
21 from third party claims.

22 In the event there is conflict between this section and California Civil Code Section  
23 2782, this section shall be interpreted to comply with California Civil Code Section  
24 2782. Such interpretation shall not relieve CONSULTANT from indemnifying  
25 DISTRICT (including its directors, officers, Board of Supervisors, elected and  
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appointed officials, employees, agents and representatives) or the County of Riverside to the fullest extent allowed by law.

15. WORK PRODUCT

CONSULTANT shall provide DISTRICT with all data, materials, drawings, logs, report(s) and any other documents as set forth in the approved Task Order(s). All data, materials, drawings, logs, and reports and any other documents produced by CONSULTANT in the performance of the services as set forth in the approved Task Order(s) shall be and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT. If any such material is subject to copyright or trademark, the parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such material, in whole or in part, and to authorize others to do so, provided written credit is given the author.

16. TERMINATION

At any time during the term of this Agreement, DISTRICT may:

A. Agreement

- 1) Terminate this Agreement without cause upon providing CONSULTANT thirty (30) days written notice stating the extent and effective date of termination; or
- 2) Upon five (5) days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply

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with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, DISTRICT may proceed with the work in a manner deemed proper to DISTRICT.

In the event DISTRICT issues a Notice of Termination, CONSULTANT shall:

i) stop all work under this Agreement on the date specified in the Notice of Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the extent, if any, as directed by DISTRICT, any equipment, data or reports which, if the Agreement had been completed, would have been required to be furnished to DISTRICT.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provision of this Agreement, CONSULTANT 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 CONSULTANT; or in the event of CONSULTANT'S unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 26 (NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. The rights and remedies of

1 DISTRICT provided in this section shall not be exclusive and are in addition to  
2 any other rights and remedies provided by law or under this Agreement.

3 B. Approved Task Order

4 Terminate an approved Task Order or portion thereof without cause upon  
5 providing CONSULTANT fourteen (14) days written notice stating the extent  
6 and effective date of termination. In the event DISTRICT issues a Notice of  
7 Termination for an approved Task Order, CONSULTANT shall: i) stop all work  
8 under the Task Order on the date specified in the Notice of Termination; and ii)  
9 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as  
10 directed by DISTRICT, any equipment, data, reports or other documents which,  
11 if the Task Order had been completed, would have been required to be furnished  
12 to DISTRICT.  
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14 In the event DISTRICT terminates an approved Task Order, DISTRICT shall  
15 make payment for all services satisfactorily performed in accordance with the  
16 negotiated Task Order to the date of termination, a total amount which bears the  
17 same ratio to the total maximum fee otherwise payable under the Task Order as  
18 the services actually bear to the total services necessary for performance of the  
19 Task Order.  
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21 17. BASIC SERVICES OF CONSULTANT

22 The scope of services associated with the performance of any specific Task Order under  
23 this Agreement shall be expressly defined and agreed upon prior to the approval of the  
24 Task Order by DISTRICT'S General Manager-Chief Engineer. Any changes to the  
25 approved scope of services must be authorized by DISTRICT'S General Manager-Chief  
26 Engineer, and shall be made in writing.  
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A. Right to Preliminary Review

All work prepared by CONSULTANT shall be subject to the approval of Project Manager. CONSULTANT shall allow Project Manager to inspect and review CONSULTANT'S work in progress at any reasonable time. All reports, working papers, and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT, and the cost thereof charged to CONSULTANT. The responsibility for accuracy and completeness of such items remains solely that of CONSULTANT. Neither DISTRICT'S review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT'S rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

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B. Progress Reports

Attached with CONSULTANT'S periodic invoice(s), CONSULTANT shall submit a Progress Report indicating the project status in relation to the approved Project Schedule and, as DISTRICT deems necessary, an updated Project Schedule for review and approval. Failure to submit the Progress Report or updated Project Schedule shall be cause for DISTRICT to withhold payment of CONSULTANT'S invoice.

18. INDEPENDENT CONTRACTOR

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CONSULTANT and the agents and employees of CONSULTANT, shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT.

19. SUBCONTRACTING

CONSULTANT may, at CONSULTANT'S own expense, retain or employ sub-consultants to accomplish certain portions of the work covered by this Agreement. However, except as specifically provided in the Compensation/Fee Rate Schedule attached to the approved Task Order 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.

Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate Schedule attached to the approved Task Order or as expressly identified in this Agreement, become unavailable, CONSULTANT may substitute other sub-consultants of equal or greater competence upon written approval by DISTRICT. In the event that DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-consultant, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under this Agreement, CONSULTANT shall require its sub-consultants to comply with the terms of this Agreement in the same manner as required of CONSULTANT. The fact that CONSULTANT employs sub-consultants not in his regular employ shall not

1 relieve CONSULTANT of any responsibility regarding the adequacy of the sub-  
2 consultant's work performed or services provided pursuant to this Agreement.

3 20. CHANGES TO TASK ORDER SCOPE OF SERVICES

4 CONSULTANT shall not perform any additional work or services outside the scope of  
5 an approved Task Order without the prior written approval of DISTRICT'S General  
6 Manager-Chief Engineer. If at any time during the performance of an approved Task  
7 Order, CONSULTANT believes that it is necessary to include certain work or services  
8 which are not clearly covered under the scope of an approved Task Order,  
9 CONSULTANT shall immediately notify the Project Manager in writing of  
10 CONSULTANT'S assertion that the work is out of scope. Said notification by  
11 CONSULTANT to Project Manager shall not in any way be construed as proving that  
12 the work or services in question are outside the scope of the Task Order. Project  
13 Manager must approve or reject CONSULTANT'S assertion in writing. In the event  
14 Project Manager determines that CONSULTANT is correct, the additional work or  
15 services shall be authorized by a new or revised Task Order that covers the new scope,  
16 cost and schedule. In the event that such notification is not given or if Project Manager  
17 is not afforded an opportunity to negotiate the appropriate fee for such additional  
18 services prior to CONSULTANT'S commencement of such additional services, then  
19 CONSULTANT shall be deemed to have agreed to perform the work or services  
20 without any additional compensation and to have accepted sole responsibility for the  
21 performance of said work or services. Extra work done or services performed without a  
22 new or revised Task Order from DISTRICT'S General Manager-Chief Engineer shall be  
23 considered unauthorized and shall not be paid for by DISTRICT.  
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1 At any time during the performance of an approved Task Order, DISTRICT may  
2 request that CONSULTANT perform extra services. Any work which is determined by  
3 DISTRICT to be necessary for the proper completion of the approved Task Order, but  
4 which neither CONSULTANT nor DISTRICT reasonably anticipated would be  
5 necessary at the time the scope of services for the assigned Task Order was approved,  
6 must be authorized by DISTRICT'S General Manager-Chief Engineer by a new or  
7 revised Task Order.

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9 At any time during the performance of the Task Order, Project Manager, upon  
10 providing five (5) days written notice to CONSULTANT, may delete services and the  
11 associated fees from the Task Order. In the event DISTRICT requests deletion of  
12 services from the Task Order, DISTRICT shall make payment for all services  
13 satisfactorily performed in accordance with the negotiated Task Order up to the  
14 effective date of deletion; the amount of the payment shall be prorated to the total  
15 services necessary for completion of the Task Order. No work product for the deleted  
16 services shall be provided to DISTRICT.

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18 21. DISPUTES

19 A. In the event CONSULTANT considers any work demanded of CONSULTANT  
20 to be outside the requirements of this Agreement, or if CONSULTANT  
21 considers any order, instruction or decision of DISTRICT to be unfair,  
22 CONSULTANT shall promptly, upon receipt of such order, instruction or  
23 decision, ask for a written confirmation of the same whereupon CONSULTANT  
24 shall proceed without delay to perform the work or to conform to the order,  
25 instruction, or decision. However, if CONSULTANT finds such order,  
26 instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one  
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1 (21) calendar days after receipt of same, file a written protest with DISTRICT  
 2 stating clearly and in detail its objections and reasons therefor. Except for such  
 3 protests or objections as are made of record in the manner specified and within  
 4 the time stated herein, and except for such instances where the basis of a protest  
 5 could not reasonably have been foreseen by CONSULTANT within the time  
 6 limit specified for protest, CONSULTANT hereby waives all grounds for  
 7 protests or objections to orders, instruction, or decisions of DISTRICT and  
 8 hereby agrees that, as to all matters not included in such protests, the orders,  
 9 instructions and decisions of DISTRICT will be limited to matters properly  
 10 falling within DISTRICT'S authority.  
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12 B. Any controversy or claim arising out of or relating to this Agreement which  
 13 cannot be resolved by mutual agreement may be settled by arbitration, provided  
 14 that the parties hereto mutually agree to submit to arbitration.  
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16 C. Neither the pendency of a dispute nor its consideration by arbitration shall  
 17 excuse CONSULTANT from full and timely performance in accordance with  
 18 the terms of this Agreement.  
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20 22. ASSIGNMENT

21 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT  
 22 without the prior written consent of DISTRICT.

23 23. CONFLICT OF INTEREST

24 CONSULTANT covenants that it presently has no interest, including but not limited to,  
 25 other projects or independent contracts, and shall not acquire any such interest, direct or  
 26 indirect, which would conflict in any manner or degree with the performance of services  
 27 required to be performed under this Agreement. CONSULTANT further covenants that  
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1 in the performance of this Agreement, no person having any such interest shall be  
2 employed or retained by it under this Agreement.

3 24. JURISDICTION/LAW/SEVERABILITY

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

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.  
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15 25. WAIVER

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

24 In the performance of the terms of this Agreement, CONSULTANT shall not engage in  
25 nor permit others he may employ to engage in discrimination in the employment of  
26 persons because of the race, color, national origin or ancestry, religion, physical  
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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.

27. CONFIDENTIALITY OF DATA

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

CONSULTANT shall refer all requests for information to DISTRICT. These same requirements shall be applicable to any of CONSULTANT'S subcontractors. CONSULTANT shall include the requirements stated in this section of the Agreement with any of its subcontractors.

28. DISCREPANCIES

In the event of any conflict between the provisions of this Agreement and any Task Order, the provisions of this Agreement shall govern.

29. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligation(s) 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 upon receipt of DISTRICT'S notification by CONSULTANT. In the event

of such termination, CONSULTANT shall be entitled to reimbursement of its costs in  
accordance with Sections 5 and 6 (COMPENSATION and PAYMENTS).

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

APR 23 2013

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: Warren D. Williams  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

By: Marion Ashley  
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  
NEAL R. KIPNIS  
Deputy County Counsel

By: Kecia Harper-Ihem  
Deputy

(SEAL)

Multi-Year Consulting Services Agreement  
w/Larry Walker Associates, Inc. (FY 2012-13 to FY 2015-16)  
03/13/2013

LARRY WALKER ASSOCIATES, INC.

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By: Malcolm Walker  
for ASHLI DESAI  
Vice President

Multi-Year Consulting Services Agreement  
w/Larry Walker Associates, Inc. (FY 2012-13 to FY 2015-16)  
03/13/2013

ATTACHMENT "A"  
SCOPE OF SERVICES

CONSULTANT may be asked to perform one or more of the following types of Watershed Protection programs support services as specifically directed in Task Orders issued to CONSULTANT:

1. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM  
Tasks may include general NPDES program regulatory support, permit negotiation support, compliance program development and implementation, program assessment and reporting, training and outreach, program funding facilitation and other related activities.
2. TOTAL MAXIMUM DAILY LOADS (TMDL)/BASIN PLANNING  
Tasks may include assisting with basin planning efforts, TMDL development, TMDL compliance program development/implementation, BMP or watersheds modeling and assessment efforts and other related activities.
3. MONITORING PROGRAM  
Task may include monitoring program design, program reporting and assessment, monitoring special studies, field data collection and other related activities.
4. LABORATORY ANALYSIS  
Tasks may include assessment of aqueous, sedimentary or other using chemical analyses, bacteriological analyses, toxicological analyses, biological analyses, genetic analyses, and other related activities.
5. PUBLIC EDUCATION/OUTREACH PROGRAM  
Tasks may include developing and conducting presentations, outreach programs, producing print and electronic media, website development, establishing business partnerships and other related activities.
6. WATER CONSERVATION  
Tasks may include groundwater recharge master planning, integration of water conservation functions into flood control facilities, establishing water resource needs, seeking multipurpose project opportunities, identification of partnerships, conducting hydrogeologic investigations and other related activities.
7. OTHER TASKS AS ASSIGNED  
From time to time the District may require other tasks not explicitly identified above to be performed in order to accomplish the Watershed Protection Division objectives.

Multi-Year Consulting Services Agreement  
w/Larry Walker Associates, Inc. (FY 2012-13 to FY 2015-16)  
03/12/2013

ATTACHMENT "B"  
**TASK ORDER APPROVAL FORM**

CONSULTANT: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

The Scope of Services for \_\_\_\_\_, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated \_\_\_\_\_ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$\_\_\_\_\_, unless otherwise modified by the DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
(To be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

**LARRY WALKER ASSOCIATES, INC.**

By: \_\_\_\_\_  
ASHLI DESAI  
Vice President



MULTI-YEAR CONSULTING SERVICES AGREEMENT

FY 2012-13 to FY 2015-16

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and E.S. Babcock & Sons, Inc., doing business in California as Babcock Laboratories, Inc., hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT

CONSULTANT shall provide on-call professional services, on an as-needed basis as requested by DISTRICT, for DISTRICT'S watershed protection programs in accordance with applicable Federal, State, and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide professional services in support of DISTRICT'S Watershed Protection Division programs and ancillary services as further described in the "Scope of Services", attached hereto as Attachment "A" and made a part hereof. During the term of this Agreement, CONSULTANT may be invited to submit budget proposals for one or more of the various services listed in Attachment "A" as requested by DISTRICT and be assigned subsequent Task Orders, the form of which is Attachment "B" attached hereto. CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any budget proposal to furnish services does not guarantee the assignment or approval of any subsequent Task Order(s).

3. PERSONNEL

A. Project Manager

For each Task Order, DISTRICT shall designate a representative who shall act as DISTRICT'S Project Manager ("Project Manager"). Project Manager shall have authority to act on behalf of DISTRICT for all purposes under this Task

APR 23 2013 11-6

1 Order. DISTRICT shall provide written notice to CONSULTANT of any  
2 change in Project Manager assignment for a given Task Order.

3 B. CONSULTANT'S Representative

4 CONSULTANT shall appoint a designated Representative for each assigned  
5 Task Order who shall be responsible for coordinating all aspects of the assigned  
6 Task Order. CONSULTANT'S Representative shall be available to  
7 DISTRICT'S Project Manager at reasonable times. CONSULTANT may  
8 appoint another person as Representative upon written notice to DISTRICT.  
9

10 C. Substitution of Key Personnel

11 At the time of Task Order approval, CONSULTANT shall identify its Key  
12 Personnel who will perform each assigned Task Order to DISTRICT'S Project  
13 Manager. Should one or more of the identified Key Personnel become  
14 unavailable, CONSULTANT may substitute other personnel of equal or greater  
15 competence upon written approval by DISTRICT. In the event that DISTRICT  
16 and CONSULTANT cannot agree as to the substitution of the Key Personnel,  
17 DISTRICT may terminate the Task Order, pursuant to the applicable provisions  
18 of this Agreement.  
19

20 4. TERM

21 The term of this Agreement shall become effective on the date the Agreement is  
22 executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the  
23 required date for completion of an assigned Task Order, provided that such Task Order  
24 was approved prior to June 30, 2016 and completed by December 31, 2016.  
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5. COMPENSATION

1  
2 CONSULTANT shall receive compensation for all services satisfactorily performed  
3 under this Agreement in accordance with the terms of the approved Task Order(s). The  
4 total amount to be paid to CONSULTANT for the performance of all Task Orders  
5 approved pursuant to this Agreement shall not exceed three hundred fifty thousand  
6 dollars (\$350,000) in any fiscal year and shall not exceed the sum of one million fifty  
7 thousand dollars (\$1,050,000) over the entire term of this Agreement.  
8

9. PAYMENT

10 Progress payments shall be made in accordance with the Compensation/Fee Rate  
11 Schedule attached to the approved Task Order. Progress payments shall be processed  
12 no more than once per month. Upon satisfactory performance of CONSULTANT'S  
13 services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT  
14 within forty-five (45) days after DISTRICT'S receipt of CONSULTANT'S appropriate  
15 invoices. DISTRICT shall not pay interest or finance charges on any outstanding  
16 balance(s). CONSULTANT shall submit its invoice, in arrears, no later than sixty (60)  
17 calendar days following the month for which services were rendered. Failure to submit  
18 a timely invoice will result in non-payment of services. DISTRICT shall not be  
19 responsible for payment of any of CONSULTANT'S invoices submitted after the 60-  
20 day period. CONSULTANT shall keep employee and expense records according to  
21 customary accounting methods and such records shall, upon request, be available for  
22 inspection by DISTRICT to verify the invoices of CONSULTANT. All invoices shall  
23 itemize charges to conform to the Compensation/Fee Rate Schedule negotiated for the  
24 Task Order. DISTRICT shall notify CONSULTANT of any disputed amounts on  
25 invoice within thirty (30) days of receipt.  
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1 7. PROJECT PERFORMANCE

2 A. Commencement of Services

3 CONSULTANT shall commence performance of the services for each Task  
4 Order upon receipt of DISTRICT'S approved Task Order.

5 B. Time of Completion

6 Time is of the essence in the performance of this Agreement. CONSULTANT  
7 shall complete services in accordance with the schedule(s) set forth in the  
8 approved Task Order(s).  
9

10 8. LICENSES – CONSULTANT, its employees, agents, contractors and subcontractors  
11 shall possess appropriate Federal and/or State permits and maintain professional  
12 licenses required by the applicable Federal, State and local regulations at all times while  
13 performing services under this Agreement.

14 9. STANDARD OF CARE

15 While performing the services, CONSULTANT shall exercise the reasonable  
16 professional care and skill customarily exercised by reputable members of  
17 CONSULTANT'S profession practicing in the State of California, and shall use  
18 reasonable diligence and best judgment while exercising CONSULTANT'S professional  
19 skill and expertise. By executing this Agreement, CONSULTANT represents and  
20 maintains that CONSULTANT has the necessary experience and expertise to skillfully  
21 perform all services, duties and obligations required by this Agreement and to fully and  
22 adequately complete each approved Task Order.  
23

24 10. ERRORS AND OMISSIONS

25 In the event CONSULTANT'S reports or work products contain any errors or omissions  
26 that cause DISTRICT to incur additional expense beyond what would have otherwise  
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1 resulted if there were no errors or omissions in CONSULTANT'S reports or work  
2 products, such additional expense shall be borne solely by CONSULTANT.

3 11. PERMITS AND RIGHTS OF ENTRY

4 DISTRICT shall obtain all rights of entry as may be required to allow CONSULTANT  
5 to perform the proposed consulting services within and upon privately-owned property.  
6 All permits and rights of entry as may be required from any and all affected public  
7 entities shall be obtained by CONSULTANT. Sufficient evidence of having obtained  
8 such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT,  
9 prior to initiation of work. CONSULTANT will prosecute the work in such a manner  
10 as to minimize public inconvenience and possible hazard, and will restore the streets  
11 and other work areas to their original condition and former usefulness as soon as  
12 practicable. CONSULTANT shall be responsible for the protection of public and  
13 private property adjacent to the work and shall exercise due caution to avoid damage to  
14 such property.  
15

16  
17 12. NOTICES

18 Any and all notices sent or required to be sent to the parties of this Agreement will be  
19 mailed by first class mail, postage prepaid, to the following addresses:

20 RIVERSIDE COUNTY FLOOD CONTROL	BABCOCK LABORATORIES,
21 AND WATER CONSERVATION DISTRICT	INC.
22 1995 Market Street	6100 Quail Valley Court
Riverside, CA 92501	Riverside, CA 2507
23 Attn: Watershed Protection Division	Attn: Cyndi K. Moore

24 13. REQUIRED INSURANCE

25 CONSULTANT shall not commence operations until DISTRICT has been furnished  
26 with original certificate(s) of insurance and original certified copies of endorsements  
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1 and if requested, certified original policies of insurance including all endorsements and  
2 any and all other attachments as required in this Section.

3 Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold  
4 DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be  
5 maintained, at its sole cost and expense, the following insurance coverages during the  
6 term of this Agreement:

7  
8 A. Workers' Compensation

9 If CONSULTANT has employees as defined by the State of California,  
10 CONSULTANT shall maintain statutory Workers' Compensation Insurance  
11 (Coverage A) as prescribed by the laws of the State of California. Policy shall  
12 include Employer's Liability (Coverage B) including Occupational Disease with  
13 limits not less than \$1,000,000 per person per accident. Policy shall be endorsed  
14 to waive subrogation in favor of DISTRICT and, if applicable, to provide a  
15 Borrowed Servant/Alternate Employer endorsement.  
16

17 B. Commercial General Liability

18 Commercial General Liability insurance coverage, including but not limited to,  
19 premises liability, unmodified contractual liability, products and completed  
20 operations liability, personal and advertising injury, and cross liability coverage,  
21 covering claims which may arise from or out of CONSULTANT'S performance  
22 of its obligations hereunder. Policy shall name the Riverside County Flood  
23 Control and Water Conservation District, the County of Riverside, its agencies,  
24 districts, special districts, and departments, their respective directors, officers,  
25 Board of Supervisors, employees, elected or appointed officials, employees,  
26 agents or representatives as additional insureds. Policy's limit of liability shall  
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1 not be less than \$1,000,000 per occurrence combined single limit. If such  
2 insurance contains a general aggregate limit, it shall apply separately to this  
3 Agreement or be no less than two (2) times the occurrence limit.

4 C. Vehicle Liability

5 If vehicles or mobile equipment are used in the performance of the obligations  
6 under this Agreement, CONSULTANT shall maintain liability insurance for all  
7 owned, non-owned or hired vehicles so used in an amount not less than  
8 \$1,000,000 per occurrence combined single limit. If such insurance contains a  
9 general aggregate limit, it shall apply separately to this Agreement or be no less  
10 than two (2) times the occurrence limit. Policy shall name the Riverside County  
11 Flood Control and Water Conservation District, the County of Riverside, its  
12 agencies, districts, special districts, and departments, their respective directors,  
13 officers, Board of Supervisors, elected or appointed officials, employees, agents  
14 or representatives as additional insureds.  
15

16  
17 D. Professional Liability

18 CONSULTANT shall maintain Professional Liability Insurance providing  
19 coverage for CONSULTANT'S performance of work included within this  
20 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence  
21 and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability  
22 Insurance is written on a claims made basis rather than an occurrence basis, such  
23 insurance shall continue through the term of this Agreement and  
24 CONSULTANT shall purchase at his sole expense either: 1) an Extended  
25 Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates  
26 Coverage from a new insurer with a date retroactive to the date of, or prior to,  
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1 the inception of this Agreement; or 3) demonstrate through Certificates of  
2 Insurance that CONSULTANT has maintained continuous coverage with the  
3 same or original insurer. Coverage provided under items: 1), 2) or 3) will  
4 continue as long as the law allows.

5 E. General Insurance Provisions – All Lines

6 A. Any insurance carrier providing insurance coverage hereunder shall be  
7 admitted to the State of California and have an A.M. BEST rating of not  
8 less than an A: VIII (A: 8) unless such requirements are waived, in  
9 writing, by the County Risk Manager. If the County's Risk Manager  
10 waives a requirement for a particular insurer such waiver is only valid  
11 for the specific insurer and only for one policy term.

12 B. CONSULTANT must declare its insurance self-insured retention for  
13 each coverage required herein. If any such self-insured retention  
14 exceeds \$500,000 per occurrence each such retention shall have the prior  
15 written consent of the County Risk Manager before the commencement  
16 of operations under this Agreement. Upon notification of self-insured  
17 retention deemed unacceptable to DISTRICT, and at the election of the  
18 County's Risk Manager, CONSULTANT'S carriers shall either: 1)  
19 reduce or eliminate such self-insured retention with respect to this  
20 Agreement with DISTRICT, or 2) procure a bond which guarantees  
21 payment of losses and related investigations, claims administration, and  
22 defense costs and expenses.

23 C. CONSULTANT shall cause their insurance carrier(s) to furnish  
24 DISTRICT with: 1) a properly executed original certificate(s) of  
25



1 insurance and original certified copies of endorsements effecting  
2 coverage as required herein; and 2) if requested to do so orally or in  
3 writing by the County Risk Manager, provide original certified copies of  
4 policies including all endorsements and all attachments thereto, showing  
5 such insurance is in full force and effect. Further, said certificate(s) and  
6 policies of insurance shall contain the covenant of the insurance  
7 carrier(s) that thirty (30) days written notice shall be given to DISTRICT  
8 prior to any material modification, cancellation, expiration, or reduction  
9 in coverage of such insurance. In the event of a material modification,  
10 cancellation, expiration, or reduction in coverage, this Agreement shall  
11 terminate forthwith, unless DISTRICT receives, prior to such effective  
12 date, another properly executed original certificate of insurance and  
13 original copies of endorsements or original certified policies, including  
14 all endorsements and attachments thereto, evidencing coverages set forth  
15 herein and the insurance required herein is in full force and effect.  
16 Individual(s) authorized by the insurance carrier to do so on its behalf  
17 shall sign the original endorsements for each policy and the certificate of  
18 insurance.  
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- 21 D. It is understood and agreed by the parties hereto that CONSULTANT'S  
22 insurance shall be construed as primary insurance, and DISTRICT'S  
23 insurance and/or deductibles and/or self-insured retentions or self-  
24 insured programs shall not be construed as contributory.  
25  
26 E. If, during the term of this Agreement or any extension thereof, there is a  
27 material change in the scope of services; or there is a material change in  
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1 the equipment to be used in the performance of the scope of work which  
2 will add additional exposures (such as the use of aircraft, watercraft,  
3 cranes, etc.); or the term of this Agreement, including any extensions  
4 thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the  
5 types of insurance required under this Agreement and the monetary  
6 limits of liability for the insurance coverage currently required herein, if,  
7 in the County Risk Manager's reasonable judgment, the amount or type  
8 of insurance carried by CONSULTANT has become inadequate.

9  
10 F. CONSULTANT shall pass down the insurance obligations contained  
11 herein to all tiers of subcontractors working under this Agreement.

12 G. The insurance requirements contained in this Agreement may be met  
13 with a program(s) of self-insurance acceptable to DISTRICT.

14 H. CONSULTANT agrees to notify DISTRICT of any claim by a third  
15 party or any incident or event that may give rise to a claim arising from  
16 the performance of this Agreement.  
17

18 14. INDEMNIFICATION

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

3 CONSULTANT shall defend, at its sole expense, including all costs and fees (including  
4 but not limited to attorney fees, cost of investigation, defense and settlements or  
5 awards), DISTRICT (including its directors, officers, Board of Supervisors, elected and  
6 appointed officials, employees, agents and representatives) in any claim, proceeding or  
7 action for which indemnification is required.

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

14  
15 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT  
16 has provided to DISTRICT the appropriate form of dismissal (or similar document)  
17 relieving DISTRICT from any liability for the claim, proceeding or action involved.

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

21  
22 In the event there is conflict between this section and California Civil Code Section  
23 2782, this section shall be interpreted to comply with California Civil Code Section  
24 2782. Such interpretation shall not relieve CONSULTANT from indemnifying  
25 DISTRICT (including its directors, officers, Board of Supervisors, elected and  
26

1 appointed officials, employees, agents and representatives) or the County of Riverside  
2 to the fullest extent allowed by law.

3 15. WORK PRODUCT

4 CONSULTANT shall provide DISTRICT with all data, materials, drawings, logs,  
5 report(s) and any other documents as set forth in the approved Task Order(s). All data,  
6 materials, drawings, logs, and reports and any other documents produced by  
7 CONSULTANT in the performance of the services as set forth in the approved Task  
8 Order(s) shall be and remain the sole property of DISTRICT. CONSULTANT shall not  
9 publish or transfer any material produced or resulting from activities supported by this  
10 Agreement without the written consent of the General Manager-Chief Engineer of  
11 DISTRICT. If any such material is subject to copyright or trademark, the parties agree  
12 that the right to any and all copyright and/or trademark in and to the material is  
13 expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto  
14 understand and agree that DISTRICT reserves a royalty-free, non-exclusive, and  
15 irrevocable license to reproduce, publish, and use such material, in whole or in part, and  
16 to authorize others to do so, provided written credit is given the author.  
17

18  
19 16. TERMINATION

20 At any time during the term of this Agreement, DISTRICT may:

21 A. Agreement

- 22  
23 1) Terminate this Agreement without cause upon providing  
24 CONSULTANT thirty (30) days written notice stating the extent and  
25 effective date of termination; or  
26 2) Upon five (5) days written notice, terminate this Agreement for  
27 CONSULTANT default, if CONSULTANT refuses or fails to comply  
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1 with the provisions of this Agreement or fails to make progress so as to  
2 endanger performance and does not cure such failure within a reasonable  
3 period of time. In the event of such termination, DISTRICT may  
4 proceed with the work in a manner deemed proper to DISTRICT.

5 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall:  
6 i) stop all work under this Agreement on the date specified in the Notice of  
7 Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the  
8 extent, if any, as directed by DISTRICT, any equipment, data or reports which,  
9 if the Agreement had been completed, would have been required to be furnished  
10 to DISTRICT.  
11

12 In the event DISTRICT terminates this Agreement, DISTRICT shall make  
13 payment for all services performed in accordance with this Agreement to the  
14 date of termination, a total amount which bears the same ratio to the total  
15 maximum fee otherwise payable under this Agreement as the services actually  
16 bear to the total services necessary for performance of this Agreement.  
17 Notwithstanding any of the other provision of this Agreement, CONSULTANT  
18 rights under this Agreement shall terminate (except for fees accrued prior to the  
19 date of termination) upon dishonesty, or a willful or material breach of this  
20 Agreement by CONSULTANT; or in the event of CONSULTANT'S  
21 unwillingness or inability for any reason whatsoever to perform the duties  
22 hereunder; or if the Agreement is terminated pursuant to Section 26 (NON-  
23 DISCRIMINATION). In such event, CONSULTANT shall not be entitled to  
24 any further compensation under this Agreement. The rights and remedies of  
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1 DISTRICT provided in this section shall not be exclusive and are in addition to  
2 any other rights and remedies provided by law or under this Agreement.

3 B. Approved Task Order

4 Terminate an approved Task Order or portion thereof without cause upon  
5 providing CONSULTANT fourteen (14) days written notice stating the extent  
6 and effective date of termination. In the event DISTRICT issues a Notice of  
7 Termination for an approved Task Order, CONSULTANT shall: i) stop all work  
8 under the Task Order on the date specified in the Notice of Termination; and ii)  
9 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as  
10 directed by DISTRICT, any equipment, data, reports or other documents which,  
11 if the Task Order had been completed, would have been required to be furnished  
12 to DISTRICT.  
13

14 In the event DISTRICT terminates an approved Task Order, DISTRICT shall  
15 make payment for all services satisfactorily performed in accordance with the  
16 negotiated Task Order to the date of termination, a total amount which bears the  
17 same ratio to the total maximum fee otherwise payable under the Task Order as  
18 the services actually bear to the total services necessary for performance of the  
19 Task Order.  
20

21 17. BASIC SERVICES OF CONSULTANT

22 The scope of services associated with the performance of any specific Task Order under  
23 this Agreement shall be expressly defined and agreed upon prior to the approval of the  
24 Task Order by DISTRICT'S General Manager-Chief Engineer. Any changes to the  
25 approved scope of services must be authorized by DISTRICT'S General Manager-Chief  
26 Engineer, and shall be made in writing.  
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1           A.     Right to Preliminary Review

2           All work prepared by CONSULTANT shall be subject to the approval of Project  
3           Manager. CONSULTANT shall allow Project Manager to inspect and review  
4           CONSULTANT'S work in progress at any reasonable time. All reports,  
5           working papers, and similar work products prepared for submission in the  
6           course of providing services under this Agreement shall be submitted to the  
7           Project Manager in draft form. In the event that Project Manager, in his or her  
8           sole discretion, determines the formally submitted work product to be  
9           inadequate, CONSULTANT may be required to revise and resubmit the work at  
10          no additional cost to DISTRICT. Should CONSULTANT fail to make  
11          requested corrections in a timely manner, such corrections may be made by  
12          DISTRICT, and the cost thereof charged to CONSULTANT. The responsibility  
13          for accuracy and completeness of such items remains solely that of  
14          CONSULTANT. Neither DISTRICT'S review nor approval shall give rise to  
15          any liability or responsibility on the part of DISTRICT, or waive any of  
16          DISTRICT'S rights, or relieve CONSULTANT of its professional  
17          responsibilities or obligations under this Agreement.

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20          B.     Progress Reports

21          Attached with CONSULTANT'S periodic invoice(s), CONSULTANT shall  
22          submit a Progress Report indicating the project status in relation to the approved  
23          Project Schedule and, as DISTRICT deems necessary, an updated Project  
24          Schedule for review and approval. Failure to submit the Progress Report or  
25          updated Project Schedule shall be cause for DISTRICT to withhold payment of  
26          CONSULTANT'S invoice.  
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18. INDEPENDENT CONTRACTOR

1  
2 CONSULTANT and the agents and employees of CONSULTANT, shall act at all times  
3 in an independent capacity during the term of this Agreement and in the performance of  
4 the services to be rendered hereunder and shall not act as or shall not be and shall not in  
5 any manner be considered to be employees or agents of DISTRICT.

6 19. SUBCONTRACTING

7  
8 CONSULTANT may, at CONSULTANT'S own expense, retain or employ sub-  
9 consultants to accomplish certain portions of the work covered by this Agreement.  
10 However, except as specifically provided in the Compensation/Fee Rate Schedule  
11 attached to the approved Task Order or as expressly identified in this Agreement, no  
12 portion of the services pertinent to this Agreement shall be subcontracted without prior  
13 written approval and authorization by DISTRICT.

14  
15 Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate  
16 Schedule attached to the approved Task Order or as expressly identified in this  
17 Agreement, become unavailable, CONSULTANT may substitute other sub-consultants  
18 of equal or greater competence upon written approval by DISTRICT. In the event that  
19 DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-  
20 consultant, DISTRICT may terminate the Task Order, pursuant to the applicable  
21 provisions of this Agreement.

22  
23 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties  
24 under this Agreement, CONSULTANT shall require its sub-consultants to comply with  
25 the terms of this Agreement in the same manner as required of CONSULTANT. The  
26 fact that CONSULTANT employs sub-consultants not in his regular employ shall not  
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1 relieve CONSULTANT of any responsibility regarding the adequacy of the sub-  
2 consultant's work performed or services provided pursuant to this Agreement.

3 20. CHANGES TO TASK ORDER SCOPE OF SERVICES

4 CONSULTANT shall not perform any additional work or services outside the scope of  
5 an approved Task Order without the prior written approval of DISTRICT'S General  
6 Manager-Chief Engineer. If at any time during the performance of an approved Task  
7 Order, CONSULTANT believes that it is necessary to include certain work or services  
8 which are not clearly covered under the scope of an approved Task Order,  
9 CONSULTANT shall immediately notify the Project Manager in writing of  
10 CONSULTANT'S assertion that the work is out of scope. Said notification by  
11 CONSULTANT to Project Manager shall not in any way be construed as proving that  
12 the work or services in question are outside the scope of the Task Order. Project  
13 Manager must approve or reject CONSULTANT'S assertion in writing. In the event  
14 Project Manager determines that CONSULTANT is correct, the additional work or  
15 services shall be authorized by a new or revised Task Order that covers the new scope,  
16 cost and schedule. In the event that such notification is not given or if Project Manager  
17 is not afforded an opportunity to negotiate the appropriate fee for such additional  
18 services prior to CONSULTANT'S commencement of such additional services, then  
19 CONSULTANT shall be deemed to have agreed to perform the work or services  
20 without any additional compensation and to have accepted sole responsibility for the  
21 performance of said work or services. Extra work done or services performed without a  
22 new or revised Task Order from DISTRICT'S General Manager-Chief Engineer shall be  
23 considered unauthorized and shall not be paid for by DISTRICT.  
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1 At any time during the performance of an approved Task Order, DISTRICT may  
2 request that CONSULTANT perform extra services. Any work which is determined by  
3 DISTRICT to be necessary for the proper completion of the approved Task Order, but  
4 which neither CONSULTANT nor DISTRICT reasonably anticipated would be  
5 necessary at the time the scope of services for the assigned Task Order was approved,  
6 must be authorized by DISTRICT'S General Manager-Chief Engineer by a new or  
7 revised Task Order.  
8

9 At any time during the performance of the Task Order, Project Manager, upon  
10 providing five (5) days written notice to CONSULTANT, may delete services and the  
11 associated fees from the Task Order. In the event DISTRICT requests deletion of  
12 services from the Task Order, DISTRICT shall make payment for all services  
13 satisfactorily performed in accordance with the negotiated Task Order up to the  
14 effective date of deletion; the amount of the payment shall be prorated to the total  
15 services necessary for completion of the Task Order. No work product for the deleted  
16 services shall be provided to DISTRICT.  
17

18 21. DISPUTES

19 A. In the event CONSULTANT considers any work demanded of CONSULTANT  
20 to be outside the requirements of this Agreement, or if CONSULTANT  
21 considers any order, instruction or decision of DISTRICT to be unfair,  
22 CONSULTANT shall promptly, upon receipt of such order, instruction or  
23 decision, ask for a written confirmation of the same whereupon CONSULTANT  
24 shall proceed without delay to perform the work or to conform to the order,  
25 instruction, or decision. However, if CONSULTANT finds such order,  
26 instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one  
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1 (21) calendar days after receipt of same, file a written protest with DISTRICT  
2 stating clearly and in detail its objections and reasons therefor. Except for such  
3 protests or objections as are made of record in the manner specified and within  
4 the time stated herein, and except for such instances where the basis of a protest  
5 could not reasonably have been foreseen by CONSULTANT within the time  
6 limit specified for protest, CONSULTANT hereby waives all grounds for  
7 protests or objections to orders, instruction, or decisions of DISTRICT and  
8 hereby agrees that, as to all matters not included in such protests, the orders,  
9 instructions and decisions of DISTRICT will be limited to matters properly  
10 falling within DISTRICT'S authority.

11  
12 B. Any controversy or claim arising out of or relating to this Agreement which  
13 cannot be resolved by mutual agreement may be settled by arbitration, provided  
14 that the parties hereto mutually agree to submit to arbitration.

15  
16 C. Neither the pendency of a dispute nor its consideration by arbitration shall  
17 excuse CONSULTANT from full and timely performance in accordance with  
18 the terms of this Agreement.

19 22. ASSIGNMENT

20 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT  
21 without the prior written consent of DISTRICT.

22  
23 23. CONFLICT OF INTEREST

24 CONSULTANT covenants that it presently has no interest, including but not limited to,  
25 other projects or independent contracts, and shall not acquire any such interest, direct or  
26 indirect, which would conflict in any manner or degree with the performance of services  
27 required to be performed under this Agreement. CONSULTANT further covenants that  
28

1 in the performance of this Agreement, no person having any such interest shall be  
2 employed or retained by it under this Agreement.

3 24. JURISDICTION/LAW/SEVERABILITY

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

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 25. WAIVER

16 Any waiver by DISTRICT of any breach of any one or more of the terms of this  
17 Agreement shall not be construed to be a waiver of any subsequent or other breach of  
18 the same or any other term thereof. Failure on the part of DISTRICT to require exact,  
19 full and complete compliance with any terms of this Agreement shall not be construed  
20 as in any manner changing the terms hereof, or estopping DISTRICT from enforcement  
21 hereof.  
22

23 26. NON-DISCRIMINATION

24 In the performance of the terms of this Agreement, CONSULTANT shall not engage in  
25 nor permit others he may employ to engage in discrimination in the employment of  
26 persons because of the race, color, national origin or ancestry, religion, physical  
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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.

27. CONFIDENTIALITY OF DATA

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

CONSULTANT shall refer all requests for information to DISTRICT. These same requirements shall be applicable to any of CONSULTANT'S subcontractors. CONSULTANT shall include the requirements stated in this section of the Agreement with any of its subcontractors.

28. DISCREPANCIES

In the event of any conflict between the provisions of this Agreement and any Task Order, the provisions of this Agreement shall govern.

29. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligation(s) 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 upon receipt of DISTRICT'S notification by CONSULTANT. In the event

1 of such termination, CONSULTANT shall be entitled to reimbursement of its costs in  
2 accordance with Sections 5 and 6 (COMPENSATION and PAYMENTS).

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

APR 23 2013

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: Warren D. Williams  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

By: Marion Ashley  
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

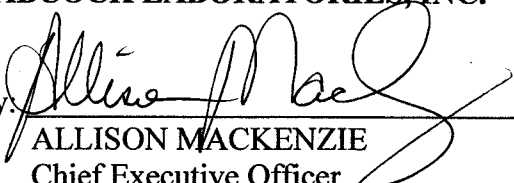
By: Neal R. Kipnis  
NEAL R. KIPNIS  
Deputy County Counsel

By: Kallie Guter  
Deputy

(SEAL)

Multi-Year Consulting Services Agreement  
w/Babcock Laboratories, Inc. (FY 2012-13 to FY 2015-16)  
03/12/2013

**BABCOCK LABORATORIES, INC.**

By:   
ALLISON MACKENZIE  
Chief Executive Officer

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Multi-Year Consulting Services Agreement  
w/Babcock Laboratories, Inc. (FY 2012-13 to FY 2015-16)  
03/12/2013



## ATTACHMENT "A"

### SCOPE OF SERVICES

CONSULTANT may be asked to perform one or more of the following types of Watershed Protection Programs support services as specifically directed in Task Orders issued to CONSULTANT:

1. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM  
Tasks may include general NPDES program regulatory support, permit negotiation support, compliance program development and implementation, program assessment and reporting, training and outreach, program funding facilitation and other related activities.
2. TOTAL MAXIMUM DAILY LOADS (TMDL)/BASIN PLANNING  
Tasks may include assisting with basin planning efforts, TMDL development, TMDL compliance program development/implementation, BMP or watersheds modeling and assessment efforts and other related activities.
3. MONITORING PROGRAM  
Task may include monitoring program design, program reporting and assessment, monitoring special studies, field data collection and other related activities.
4. LABORATORY ANALYSIS  
Tasks may include assessment of aqueous, sedimentary or other using chemical analyses, bacteriological analyses, toxicological analyses, biological analyses, genetic analyses, and other related activities.
5. PUBLIC EDUCATION/OUTREACH PROGRAM  
Tasks may include developing and conducting presentations, outreach programs, producing print and electronic media, website development, establishing business partnerships and other related activities.
6. WATER CONSERVATION  
Tasks may include groundwater recharge master planning, integration of water conservation functions into flood control facilities, establishing water resource needs, seeking multipurpose project opportunities, identification of partnerships, conducting hydrogeologic investigations and other related activities.
7. OTHER TASKS AS ASSIGNED  
From time to time the District may require other tasks not explicitly identified above to be performed in order to accomplish the Watershed Protection Division objectives.

ATTACHMENT "B"

**TASK ORDER APPROVAL FORM**

CONSULTANT: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

The Scope of Services for \_\_\_\_\_, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between the DISTRICT and CONSULTANT dated \_\_\_\_\_ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$\_\_\_\_\_, unless otherwise modified by the DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
(To be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

**BABCOCK LABORATORIES, INC.**

By: \_\_\_\_\_  
ALLISON MACKENZIE  
Chief Executive Officer