

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



ITEM: 11.1
(ID # 12773)

MEETING DATE:
Tuesday, June 30, 2020

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Consulting Services Agreement Between the Riverside County Flood Control and Water Conservation District and O'Connell & Dempsey, LLC for Washington Representation Services, Fiscal Years 2020/2021-2024/2025, All Districts. [\$775,000 Total Cost - District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Consulting Services Agreement ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and O'Connell & Dempsey, LLC for Washington Representation Services for Fiscal Years 2020/2021-2024/2025;
2. Authorize the Chairwoman of the Board to execute the same on behalf of the District;
3. Authorize the District's General Manager-Chief Engineer to sign future amendments that do not change the substantive terms of the Agreement, subject to County Counsel approval;
4. Authorize the District's General Manager-Chief Engineer to terminate the Agreement in accordance with the terms and conditions in the Agreement; and
5. Direct the Clerk of the Board to return two (2) executed Agreements to the District.


ACTION: Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 6/17/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 30, 2020
xc: Flood

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$154,000	\$ 775,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 15100-947200-525040 Administration-Legislative Management Services			Budget Adjustment: No	
			For Fiscal Year: 20/21 – 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District continuously seeks to (i) secure federal funds for flood control and other related water resources development projects; (ii) ensure that federally authorized District projects secure timely federal approvals and appropriations through annual appropriation bills, including the Water Resources Development Act, the President's annual budget submission, and/or the Army Corps of Engineers' Work Plan; and (iii) identify and evaluate other forms of funding including grants, loans and other federal pilot funding programs that may benefit District interests.

The Agreement sets the terms and conditions by which O'Connell & Dempsey, LLC will provide support services to the District. O'Connell & Dempsey, LLC is well suited to assist the District because of their specialization in representing flood risk management projects, including multi-purpose projects, to federal agencies; their history of working with relevant federal agencies and oversight committees; and their in-depth understanding of the Army Corps of Engineers' law, regulations, policy and procedures.

County Counsel has approved the Agreement as to legal form. O'Connell & Dempsey, LLC has executed the Agreement.

Impact on Residents and Businesses

Working with O'Connell & Dempsey, LLC will assist the District with the delivery of major flood hazard mitigation projects. The residents and businesses of Riverside County will be the primary beneficiaries of these efforts. Costs incurred under these Agreements will be funded by ad valorem property tax revenue and entail no new fees, taxes or bonded indebtedness.

Additional Fiscal Information

Sufficient funding is available in the District's budget for Fiscal Year 2020-2021 and will be included in the District's recommended budget(s) for future fiscal years as appropriate and necessary.

<u>Contract Term</u>	<u>Budget (not to exceed)</u>
FY 20/21	\$154,000

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FY 21/22	\$154,000
FY 22/23	\$154,000
FY 23/24	\$154,000
FY 24/25	\$154,000
<hr/>	
Services Total	\$770,000

Travel Costs*	up to \$5,000
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TOTAL	\$775,000

*As needed travel costs; must be approved in advance by District's General Manager-Chief Engineer.

Contract History and Price Reasonableness

In accordance with the purchasing guidelines, on March 26, 2020, the District released Request for Proposal #FCARC – 00161 for Federal Legislative Services on the District's website from March 26, 2020 to April 22, 2020. Five firms responded, and a selection committee comprised of District employees evaluated the proposals. Based on the criteria set forth in the Request for Proposal, O'Connell & Dempsey, LLC was selected as the top-ranked firm to provide federal legislative services.

ATTACHMENTS:

1. Consulting Services Agreement

RKM:blm
P8/231542



Jason Farin, Principal Management Analyst 6/23/2020



Gregory V. Priamos, Director County Counsel 6/22/2020

CONSULTING SERVICES AGREEMENT

Washington Representation

This Consulting Services Agreement ("Agreement"), dated as of JUN 30 2020, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and O'Connell & Dempsey, LLC, a Washington D.C. limited liability company ("CONSULTANT"). Sometimes hereinafter, DISTRICT and CONSULTANT may be referred to individually as a "Party" or collectively as the "Parties." The Parties hereby agree as follows:

1. SCOPE OF SERVICES - CONSULTANT shall provide assistance to and representation on behalf of DISTRICT in securing federal assistance for flood control and other related water resource development projects as described in Attachment "A", attached hereto and made a part hereof.
2. RETAINER - DISTRICT hereby retains CONSULTANT to furnish tools, equipment, facilities, materials, labor and incidentals necessary to perform in a complete, skillful and professional manner those consulting services described in Attachment "A".
3. TERM OF AGREEMENT - The term of this Agreement shall begin on the Effective Date and shall terminate at 11:59 p.m. Pacific Time on June 30, 2025.
4. COMPENSATION - As compensation for the services to be rendered hereunder, DISTRICT agrees pay to CONSULTANT a monthly fee of Twelve Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$12,833.33). The total compensation paid to CONSULTANT for the services to be rendered under the terms of this Agreement shall not exceed: (i) a sum of One Hundred Fifty-Four Thousand Dollars (\$154,000) for a single fiscal year and (ii) a total sum of Seven Hundred Seventy Thousand Dollars (\$770,000) for the term of the Agreement.

In addition to the compensation referred to herein, CONSULTANT shall be reimbursed for actual expenses incurred traveling to California from Washington, D.C. and returning thereto, provided, however, that such travel is approved in advance in writing by DISTRICT's General Manager-Chief Engineer. DISTRICT shall pay CONSULTANT for such expenses upon receipt of billing and accounting therefor by CONSULTANT. The total amount paid to CONSULTANT for travel expenses shall not AMOUNT (\$5,000). The total amount of this Agreement, inclusive of travel expenses, shall not exceed TOTAL AMOUNT (\$775,000).

5. PAYMENT - Payment to CONSULTANT shall be paid by DISTRICT following satisfactory performance of the services as set forth herein and within thirty (30) calendar days after DISTRICT's receipt of appropriate monthly invoice(s) from CONSULTANT. CONSULTANT shall keep employee and expense records according to customary accounting methods. Upon DISTRICT request, such records shall be made available for inspection within ten (10) calendar days to verify the invoices of CONSULTANT.
6. SUBCONSULTANT - CONSULTANT may, at CONSULTANT's own expense, employ special consultants to accomplish the work covered by this Agreement, however, except as expressly identified in this Agreement, no portion of the services pertinent to this Agreement shall be subcontracted without prior written approval and authorization by DISTRICT.

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

relieve CONSULTANT of any responsibility regarding the adequacy of the special consultant's designs or other work performed pursuant to this Agreement.

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

To DISTRICT: RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: General Manager-Chief Engineer
Phone: 951.955.1250

To CONSULTANT: O'CONNELL & DEMPSEY, LLC
20 F Street NW
Washington, DC 20001
Attn: Mia O'Connell
Phone: 202.507.6242

8. INDEMNIFICATION - CONSULTANT shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, subconsultants, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death; or any other element of any kind or nature whatsoever arising from the performance of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement. CONSULTANT shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements

or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim, without the prior consent of DISTRICT, provided, however, that such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification obligations to the Indemnitees as set forth herein.

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

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

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

9. INSURANCE REQUIREMENTS - Without limiting or diminishing CONSULTANT's obligation to indemnify or hold the Indemnitees harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, DISTRICT herein refers to the Riverside County Flood Control and Water

Conservation District and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If 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 Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the Riverside County Flood Control and Water Conservation District and the County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name DISTRICT as Additional Insured. Policy's limit of liability shall 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, then 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 DISTRICT as Additional Insured.

D. Professional Liability:

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the 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 new insurer with a retroactive date back to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A:VIII (A:8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If DISTRICT's Risk Manager waives a

requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

- ii. CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to DISTRICT and at the election of the DISTRICT's Risk Manager, CONSULTANT's carriers shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish DISTRICT with either: 1) a properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONSULTANT's insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONSULTANT

shall cause CONSULTANT's insurance carrier(s) to furnish a 30 day Notice of Cancellation endorsement.

- iv. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence operations until DISTRICT has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance, including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- v. It is understood and agreed to by the Parties hereto that CONSULTANT's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work, or the term of this Agreement, including any extensions thereof, exceeds five (5) years, COUNTY reserves the right to adjust the types of insurance and the monetary

limits of liability required under this Agreement if, in DISTRICT Risk Management's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.

- vii. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

10. RECORD RETENTION/AUDIT – CONSULTANT shall retain complete and accurate records relating to all reports, documents and related records documents including records related to the nature and extent of CONSULTANT's costs incurred while providing services authorized under this Agreement for at least five (5) years following the termination of this Agreement. These records shall, upon request, be made available for inspection by DISTRICT.

DISTRICT, the County of Riverside, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONSULTANT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

11. 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 and in writing by DISTRICT or if the disclosure is made to CONSULTANT's subconsultants as anticipated by this Agreement.

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

These same requirements shall be applicable to any of CONSULTANT's subconsultants. CONSULTANT shall include the requirements stated in this section in the Agreement with any of its subconsultants.

12. TERMINATION - At any time during the term of this Agreement, DISTRICT may:
- a. Terminate this Agreement without cause upon providing CONSULTANT thirty (30) calendar days written notice stating the extent and effective date of termination;
or
 - b. Upon five (5) calendar days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply 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 any 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 provisions 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 16 (hereinafter titled NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

13. ASSIGNMENT - Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT.
14. CONFLICT OF INTEREST - CONSULTANT covenants that it presently has no interest, including but not limited to other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

15. INDEPENDENT CONSULTANT - 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 employees or agents of DISTRICT.
16. FORCE MAJEURE – If either of the Parties cannot comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders or other similar acts, such party shall not be held liable for such failure to comply.
17. EDD REPORTING REQUIREMENTS - In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department ("EDD"). CONSULTANT agrees to furnish the required data and certifications to DISTRICT within 10 days of notification of award of Agreement when required by EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONSULTANT to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of CONSULTANT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONSULTANT has any questions concerning this reporting requirement, please call 916.657.0529. CONSULTANT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section

under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

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

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

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

20. NON-DISCRIMINATION - CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, disability, physical condition, marital status or age, and to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing

Act (California Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the American with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.), the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Civil Rights Restoration Act of 1987, Executive Orders 12898 and 13166, and all other applicable related laws, regulations and Executive Orders. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

21. NON-APPROPRIATION OF FUNDS - It is mutually agreed and understood that the obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT's fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of DISTRICT's notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to payment for work already performed in accordance with this Agreement.
22. ENTIRE AGREEMENT – This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the Parties herein.
23. EFFECTIVE DATE – The effective date ("Effective Date") of this Agreement is July 1, 2020 or the date the Agreement is executed by DISTRICT's Board of Supervisors, whichever occurs later.

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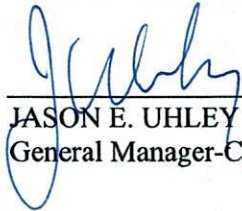
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

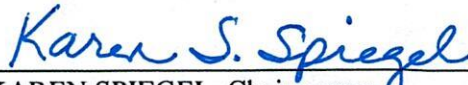
June 30, 2020

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
JASON E. UHLEY
General Manager-Chief Engineer

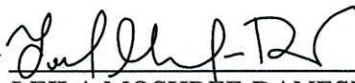
By 
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
LEILA MOSHREF-DANESH
Deputy County Counsel

By 
Deputy

(SEAL)



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O'CONNELL & DEMPSEY, LLC

By



MIA O'CONNELL
President

Consulting Services Agreement with O'Connell & Dempsey, LLC
Washington Representation
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RKM:blm

ATTACHMENT "A"**SCOPE OF SERVICES**

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

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