

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



ITEM: 14.12  
(ID # 27970)

**MEETING DATE:**  
Tuesday, June 10, 2025

**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 and Dempsey, LLC for Federal Legislative Representation Services, Fiscal Years 2025/2026 to 2029/2030, 5 Years, All Districts. [\$846,975 Not to Exceed 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 and Dempsey, LLC ("Consultant") for Federal Legislative Representation Services, Fiscal Years 2025/2026 to 2029/2030;
2. Authorize the Chair of the District's Board of Supervisors to execute the Agreement documents on behalf of the District;
3. Authorize the Purchasing Agent to issue Purchase Orders to Consultant for Federal Legislative Representation Services for the duration of the Agreement up to the amount of \$846,975;
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 5/27/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: June 10, 2025  
xc: Flood

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 169,395	\$ 846,975	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 525040-15100-947200 Administration- Legislative Management Services, 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 25/26 – 29/30	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Agreement sets forth the terms and conditions by which the Consultant will provide assistance to and on behalf of the District to (i) obtain federal funding for flood control and other related water resource development projects, (ii) assist the District in processing permits, right of way and other needed approvals through various federal departments and agencies and (iii) assist with legislative and rule changes impacting the District's mission.

Consultant has assisted the District in securing federal assistance for flood control and other related water resource development projects. They are best suited to assist the District because of their intimate knowledge of the emerging environmentally sensitive flood protection and multi-purpose projects and their broad-based environmental expertise coupled with an in-depth understanding of the Army Corps of Engineers' ("Corps") policy and procedures.

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

**Impact on Residents and Businesses**

Working with the Consultant will assist the District with the delivery of major flood hazard mitigation projects. The residents and businesses of Riverside County are the principal beneficiaries of these efforts. Costs incurred under this Agreement will be funded by ad valorem property tax revenue and entail no new fees, taxes or bonded indebtedness.

**Additional Fiscal Information**

Sufficient funding will be available in the District's proposed budget for Fiscal Year 2025/2026 and will be included in the recommended budget(s) for Fiscal Years 2026/2027 through 2029/2030, as appropriate and necessary.

**Contract History and Price Reasonableness**

In accordance with the purchasing guidelines, on January 30, 2025, the District released Request for Qualifications #FCARC-00195 for Federal Legislative Representation Services on the District's website from January 30, 2025, to March 11, 2025. Potential firms are being engaged under H-7 primarily for Federal Legislative Representation Services (as well as other

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approved CIP projects), ensuring compliance with the Board Policy. One firm responded and a selection committee comprised of District employees evaluated the proposal. Based on the criteria set forth in the Request for Qualifications, O'Connell & Dempsey LLC was selected as the firm to provide federal legislative services.

**Funding Summary:**

Federal Legislative Services (Fiscal Year 2025/2026)	\$169,395
Federal Legislative Services (Fiscal Year 2026/2027)	\$169,395
Federal Legislative Services (Fiscal Year 2027/2028)	\$169,395
Federal Legislative Services (Fiscal Year 2028/2029)	\$169,395
Federal Legislative Services (Fiscal Year 2029/2030)	\$169,395
<b>Total District Cost</b>	<b>\$846,975</b>

**ATTACHMENT:**

1. Consulting Services Agreement

AMR:bjj  
P8/262041

*Melissa Curtis*  
Melissa Curtis, Deputy Director of Purchasing and Fleet

5/28/2025

*Douglas Ordóñez Jr.*  
Douglas Ordóñez Jr.

6/2/2025

*Aaron Gettis*  
Aaron Gettis, Chief of Deputy County Counsel

5/30/2025

**CONSULTING SERVICES AGREEMENT**  
Federal Legislative Representation Services

This Consulting Services Agreement ("Agreement"), dated as of JUN 10 2025, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic, hereinafter called "DISTRICT", and O'Connell and Dempsey, LLC, a District of Columbia limited liability company, hereinafter called "CONSULTANT". DISTRICT and CONSULTANT are sometimes individually referred to herein as a "Party" and 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 become effective on July 1, 2025, and shall terminate at the end of June 30, 2030. CONSULTANT shall not commence performance of any work or services, for any reason whatsoever, until DISTRICT has provided CONSULTANT with a written Notice to Proceed authorizing CONSULTANT to initiate work pursuant to this Agreement. No payment will be made for any work or services performed prior to the issuance of said Notice to Proceed.
4. COMPENSATION - As compensation for the services to be rendered hereunder, DISTRICT agrees to pay CONSULTANT an amount not to exceed: i) Fourteen Thousand Eleven Hundred Sixteen Dollars and Twenty-Five Cents (\$14,116.25) per month, and ii) One Hundred Sixty-Nine Thousand Three Hundred Ninety-Five Dollars (\$169,395) per

fiscal year. The total compensation paid to CONSULTANT for the services to be rendered under the terms of this Agreement shall not exceed a total sum of Eight Hundred Forty-Six Thousand Nine Hundred Seventy-Five Dollars (\$846,975) for the term of the Agreement.

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 approval of appropriate monthly invoice(s) from CONSULTANT. DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

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. DISTRICT shall notify CONSULTANT of any disputed charges within thirty (30) days of receipt of CONSULTANT's invoice. **DISTRICT reserves the right to withhold payment for work that is not invoiced in a timely manner.**

6. INVOICES - All work shall be invoiced in a timely manner. All invoices shall be mailed directly to DISTRICT's Accounts Payable Section. Each invoice shall include the following information:

- A. Purchase Order Number – (as provided by DISTRICT).
- B. Billing Period – (indicating the date(s) when the services were rendered).

Monthly invoices shall be mailed to DISTRICT no later than the 15<sup>th</sup> day of the month following the end of the Billing Period. Incomplete invoices will be returned to CONSULTANT for correction.

- 7. SUBCONSULTANT - CONSULTANT may, at CONSULTANT's own expense, employ special consultants to accomplish certain portions of 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.

- 8. 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:

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

O'CONNELL and DEMPSEY, LLC  
 20 F Street NW, Suite 700  
 Washington, DC 20001  
 Phone: 202.740.5401  
 Attn: Mia O'Connell

- 9. INDEMNIFICATION - To the fullest extent permitted by applicable law, 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 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, subcontractors, agents or representatives Indemnitors from this Agreement.

As respects each and every indemnification herein, CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, against 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 to 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 herein from third party claims.

In the event there is conflict between this clause 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.

10. INSURANCE REQUIREMENTS - As respects to the insurance section only, DISTRICT herein refers to 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, agents or representatives as Additional Insureds. 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:

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 DISTRICT.

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's limit of liability shall not be less than \$2,000,000 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 Insureds.

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 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 its 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 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 exceeds \$500,000 per occurrence each such retention shall have the prior written consent of 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 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 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 DISTRICT 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 and/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, DISTRICT 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.
11. 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.

12. 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 observe all federal, state and county laws, and county policies concerning confidentiality of records.

CONSULTANT shall refer all requests for information to 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.

13. 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 21 (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.

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

15. 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.
16. INDEPENDENT CONTRACTOR - 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.
17. 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.
18. 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](http://www.edd.ca.gov).

19. 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 the 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.

20. 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.

21. 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 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.
22. 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.

23. 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.
24. COUNTERPARTS: ELECTRONIC SIGNATURES - This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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


JUN 10 2025

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**  
a body corporate and politic

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:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

By   
KRISTINE BELL-VALDEZ  
Supervising Deputy County Counsel

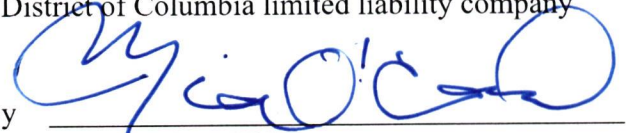
By   
Deputy

(SEAL)

Consulting Services Agreement with O'Connell and Dempsey, LLC  
Federal Legislative Representation Services (FY 25/26 to FY 29/30)  
AMR:blj  
05/13/25

**O'CONNELL AND DEMPSEY, LLC**  
a District of Columbia limited liability company

By



\_\_\_\_\_  
MIA O'CONNELL  
Sole Member/Manager

Consulting Services Agreement with O'Connell and Dempsey, LLC  
Federal Legislative Representation Services (FY 25/26 to FY 29/30)  
AMR:blj  
05/13/25

## ATTACHMENT "A"

### SCOPE OF SERVICES

1. Provide a monthly synopsis of flood control and other water resource development legislation and rulemaking.
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, the United States Air Force (March Air Reserve Base), United States Forest Service, United States Fish and Wildlife Agency, United States Geological Survey, National Resource Conservation Service and other Executive Departments and offices to expedite approvals of policy matters, permits 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 ensure 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 liaisons with individuals or officers as may be necessary to further the District's efforts on such matters as may arise during the term of the Agreement.

Consulting Services Agreement w/ O'Connell and Dempsey, LLC  
Federal Legislative Representation Services  
07/01/2025-06/30/2030