

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

652



**FROM:** TLMA/Airport Land Use Commission (ALUC)

**SUBMITTAL DATE:**  
February 28, 2013

**SUBJECT:** Hemet-Ryan Airport Influence Area: Acceptance of Grant Agreement with the California Department of Transportation; Execution of the Grant Agreement; Execution of Professional Services Agreement with Mead & Hunt for Preparation of Compatibility Plan; ALUC Budget Adjustment

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Authorize acceptance of an Acquisition and Development Grant from the California Department of Transportation in the amount of \$117,000 to provide funding for the development of a new Airport Land Use Compatibility Plan for Hemet-Ryan Airport;
- 2) Approve, and authorize the Chairman to execute, the grant agreement with the California Department of Transportation and certify the availability of matching funds in the amount of \$13,000;
- 3) Approve, and authorize the Chairman of the Board to execute, the attached Professional Services Agreement with Mead & Hunt, Inc. for preparation of the new Compatibility Plan; and,

(Continued on Page 2)

Juan C. Perez, Director  
Transportation & Land Management Agency

Ed Cooper, Director  
Airport Land Use Commission

**FINANCIAL DATA**

Current F.Y. Total Cost: (estimate)	\$43,000	In Current Year Budget:	No
Current F.Y. Net County Cost:	\$4,000	Budget Adjustment:	Yes
FY 2014 Net County Cost: (staff tm)	\$ 9,000	For Fiscal Year:	2012/13 & 2013/14

**SOURCE OF FUNDS:** State Grant and Departmental Funds (matching) 90% Grant/10% County Match

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input checked="" type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Tina Grande*  
Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: March 12, 2013  
xc: TLMA-ALUC, Auditor, EO

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

3-43

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *[Signature]* 3/4/13  
 DATE: 2/28/13  
 BEAUFORD T. MILLER, JR.  
 COUNTY COUNSEL  
 Departmental Co-Sponsor: WONG

Form 11 - Hemet-Ryan Airport Influence Area: Acceptance of Grant Agreement with the California Department of Transportation; Execution of the Grant Agreement; Execution of Professional Services Agreement with Mead & Hunt for Preparation of Compatibility Plan and ALUC Budget Adjustment

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- (4) Approve, and Direct the Auditor-Controller to make, the associated current year budget adjustments for the Riverside County Airport Land Use Commission, cost center 31308, as shown on the attached Schedule A.

**BACKGROUND:**

Pursuant to Section 21675 of the California Public Utilities Code, the Riverside County Airport Land Use Commission (ALUC) is required to establish an Airport Influence Area (AIA) and formulate an airport land use compatibility plan (ALUCP) for each of the twelve (12) public use airports within Riverside County.

The current Hemet-Ryan Airport Comprehensive Airport Land Use Plan (HRACALUP) was adopted in 1992 and is now the second-oldest Airport Land Use Compatibility Plan in use in Riverside County. New Airport Land Use Compatibility Plans were prepared in the first half of the last decade (primarily in 2004) for most County airports. However, adoption of a new Compatibility Plan for Hemet-Ryan Airport was delayed because a new Master Plan for the airport itself was in the process of being prepared, and there were many unanswered questions regarding the extent of runway extensions; the fate of the glider runway; and the plan's effect on neighboring property owners. As a result, the HRACALUP could not be updated to reflect the guidelines in the 2002 State of California Airport Land Use Planning Handbook. The State of California has now adopted the 2011 Airport Land Use Planning Handbook.

Pursuant to the California Aviation System Capital Improvement Plan 2010-2019, the California Transportation Commission has allocated up to \$117,000 for the development of a new Airport Land Use Compatibility Plan (including the necessary CEQA documentation) for the Hemet-Ryan Airport Influence Area.

The terms of Grant acceptance require that the County of Riverside contribute ten (10) percent of the total cost of the project, estimated at \$130,000; that is, a \$13,000 local match.

The process of preparing the new Airport Land Use Compatibility Plan and associated environmental documentation must commence by April 4, 2013 in the current fiscal year, but the majority of activity will carry over into next fiscal year and will be budgeted in ALUC's FY14 budget. During the current fiscal year, staff estimates expenditures for this project of \$43,000: \$39,000 from contract and a local match of \$4,000. Adequate funds exist to absorb the \$4,000 in ALUC's current budget appropriations as the local match can be the cost of staff salaries. No additional NCC funding is thus needed to fund the matching requirement in FY 13, or in FY14.

Form 11 - Hemet-Ryan Airport Influence Area: Acceptance of Grant Agreement with the California Department of Transportation; Execution of the Grant Agreement; Execution of Professional Services Agreement with Mead & Hunt for Preparation of Compatibility Plan and ALUC Budget Adjustment

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In July, 2012, ALUC issued a Request for Qualifications/Request for Proposal ("RFQ/P") to secure assistance for preparation of the new Hemet-Ryan Airport Land Use Compatibility Plan. Only two firms, Mead & Hunt and URS, responded to the RFQ/P by sending proposals, although ALUC staff sent copies of the RFQ/P to a number of other firms, including but not limited to: Coffman Associates, Ricondo & Associates, LSA, Dudek, and Webb.

ALUC staff and representatives from the City of Hemet partnered together to review the proposals since a large part of the AIA for the Airport is contained within the city. The project proposal of Mead & Hunt was unanimously selected as the most qualified to move the project forward successfully.

## SCHEDULE A

**Increase Estimated Revenues:**

22650-3130800000-755680

Reimbursement from CA - \$ 39,000  
Other Operating Grant

**Increase Appropriations:**

22650-3130800000-525440

Professional Services \$ 39,000  
(Mead & Hunt)

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147

Thank you

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

CALIFORNIA AID TO AIRPORTS PROGRAM GRANT AGREEMENT  
AIRPORT LAND USE COMPATIBILITY PLAN  
CAAP # Riv-VAR-11-1

THIS AGREEMENT, MADE AND ENTERED INTO ON THIS 24th day of January, 2013, BY AND BETWEEN THE STATE OF CALIFORNIA, Department of Transportation (Caltrans), hereinafter referred to as "STATE," AND THE RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION, as established by the County of Riverside, hereinafter referred to as "PUBLIC ENTITY."

SECTION I

1. **WHEREAS**, Section 21683 of the California Public Utilities Code authorizes the California Transportation Commission discretionary authority to allocate funds for the acquisition or development of airports in accordance with the policies and standards established by Caltrans, upon the recommendations of Caltrans and pursuant to Caltrans regulations as set forth in Title 21, Chapter 2.5, Subchapter 4, Sections 4050, et seq., of the California Code of Regulations; and
2. **WHEREAS**, pursuant to the above authority, the California Transportation Commission allocated the sum of \$117,000 from the Aeronautics Account in the State Transportation Fund by Resolution Number FDOA 2011-02, dated September 15, 2011 (2011/2012 Fiscal Year).

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter expressed, the parties agree as follows:

SECTION II

1. **PUBLIC ENTITY** shall perform or contract for the performance of all work necessary to complete the following described **Airport Land Use Compatibility Plan**, hereinafter referred to as the "**PLAN**":

**Airport:** Hemet Ryan Airport

**Detailed Project Description:** Airport Land Use Compatibility Plan Update

Total Estimated Project Cost	\$130,000
Cost of Estimated Local Sponsor	\$13,000
Cost of Estimated State Participation	\$117,000
<b>MAXIMUM OF STATE FUNDING PARTICIPATION</b>	<b>\$117,000</b>

**Conditions:** The project scope of work must be in accordance with the approved draft work program prepared for the **PLAN(s)** for Hemet Ryan Airport, which is on file with the **STATE**, and the current California Airport Land Use Planning Handbook.

2. **PUBLIC ENTITY** shall also comply with all special conditions as may be set forth in the Letter of Allocation issued by the **STATE**.

3. **PUBLIC ENTITY** shall deposit the sum of \$13,000, which represents the **PUBLIC ENTITY'S** participation share for the **PLAN(s)**, in the County of Riverside ALUC Special Aviation Account in accordance with California Public Utilities Code section 21684. All other monies received from the **STATE** or the federal government for the performance of the **PLAN(s)** shall also be placed in this account. **PUBLIC ENTITY** shall also place in this account an additional ten percent of the estimated total **PLAN(s)** cost as a contingency for any increased cost of any added or revised work items pertinent to the **PLAN(s)**, which added or revised work has been approved in writing by both the **STATE** and the **PUBLIC ENTITY**.
4. **PUBLIC ENTITY** shall enter into all necessary contracts to develop the **PLAN(s)** by not later than April 4, 2013 and shall cause all work to be successfully completed by January 24, 2015, or such subsequent date as may be authorized in writing by the **STATE**.
5. **PUBLIC ENTITY** shall carry out and complete the **PLAN(s)** in accordance with the work program, which has been approved in writing by the **STATE**. Any changes to, or modification of, said **PLAN(s)** shall require prior written approval by the **STATE**.
6. **PUBLIC ENTITY** shall allow authorized **STATE** representatives to review all **PLAN(s)** work and products at any time during the term of this Agreement and subsequently upon the request of the **STATE**.
7. **PUBLIC ENTITY** agrees to retain all books, records, and accounts relating to the **PLAN(s)** and this Grant Agreement for a minimum of three (3) years from the date of final payment to the **PUBLIC ENTITY** after completion and adoption of the **PLAN(s)** and shall make these documents available for examination by the **STATE** or shall provide copies to the **STATE** upon request.
8. **PUBLIC ENTITY** shall provide a draft document of the **PLAN(s)** to the **STATE** for 30-day review.
9. **PUBLIC ENTITY** shall provide a copy of the final **PLAN(s)** to the **STATE** along with an electronic, editable file (portable document format) including graphics and GIS maps.
10. **PUBLIC ENTITY** shall comply with all applicable federal and **STATE** laws and regulations.
11. **PUBLIC ENTITY** shall indemnify, and hold harmless, the California Transportation Commission and the **STATE** and all officials and employees thereof from all claims, suits, or actions of every kind, brought for, or on account of, any injury, damage, or liability occurring by reason of, or resulting from: anything done or omitted to be done by the **PUBLIC ENTITY** and/or its consultant or agents under this Grant Agreement. The **PUBLIC ENTITY'S** duty to indemnify and hold harmless shall include the duty to defend, as set forth in Section 2778 of the Civil Code.
12. Upon final accounting, if **PUBLIC ENTITY** finds that the **STATE** has contributed more than its fair share toward the **PLAN(s)**, **PUBLIC ENTITY** must reimburse the **STATE** those funds.

### SECTION III

1. **STATE** shall disburse the **STATE'S** share of the project cost, up to the maximum **STATE** participation of \$117,000 in the manner described in paragraph two of this section. However, in no event shall the total **STATE** disbursement exceed that sum of \$117,000, unless additional funds are authorized by supplemental allocation from the California Transportation Commission and an amendment to this Agreement.
2. Upon receipt of a signed request for payment by the **PUBLIC ENTITY**, the **STATE** agrees to make payments by one of the following methods:
  - (a) **PUBLIC ENTITY** may, no more often than monthly in arrears, submit certifications of the percentage of the work then completed, multiplied by 90 percent of the maximum State-funding participation identified in paragraph one of this section.
  - (b) **PUBLIC ENTITY** shall submit copies of Consultant's invoices for materials and services delivered as a lump-sum payment request after development of the **PLAN(s)** has been completed.
3. Regardless of the number of progress payments submitted, ten percent of the **STATE'S** maximum authorized funding share identified in paragraph one of this section shall be retained by the **STATE** until final receipt of documentation acknowledging final acceptance of the **PLAN(s)** by the **PUBLIC ENTITY**.
4. After adoption of the **PLAN(s)** by the Riverside County ALUC and written approval by the **STATE** of the final approved **PLAN(s)**, **STATE** will pay the **PUBLIC ENTITY** the balance of the grant agreement progress payment sums retained by the **STATE**.

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

PUBLIC ENTITY'S ACCEPTANCE

I hereby certify that the sum of \$13,000 has been deposited in the Riverside County Account within the PUBLIC ENTITY'S Special Aviation Fund to match the sum money granted by the STATE as provided by Section 21683 of the Public Utilities Code.

John J. Benoit  
SIGNATURE DATE

JOHN J. BENOIT

CHAIRMAN, BOARD OF SUPERVISORS

TITLE

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
Division of Aeronautics

GARY CATHEY, CHIEF DATE  
Division of Aeronautics

I hereby certify upon my own personal knowledge that allocated funds are available for the period and purpose of the expenditure stated above.

DEPARTMENT OF TRANSPORTATION DATE  
ACCOUNTING OFFICER

ATTEST:

KECIA HARPER, IHEM, Clerk

By [Signature]  
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY [Signature] 2/25/13  
BEAUFORD T. MILLER, JR DATE



# PROFESSIONAL SERVICES AGREEMENT

**Hemet-Ryan Airport Land Use Compatibility Plan**

between

**COUNTY OF RIVERSIDE**

and

**Mead & Hunt, Inc.**



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PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between Mead & Hunt, Inc. (herein referred to as "CONSULTANT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereafter referred to as "COUNTY").

WHEREAS, Government Code Section 31000 et. seq. authorizes the COUNTY to contract for services with a person who is trained and experienced, and who is competent to perform the services required; and

WHEREAS, the COUNTY seeks to obtain the required expertise to draft a new Hemet-Ryan Airport Land Use Compatibility Plan for adoption by the Riverside County Airport Land Use Commission ("RCALUC"); and

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto located at the following addresses:

COUNTY	Mead & Hunt, Inc.
4080 Lemon Street, 14th Floor	133 Aviation Boulevard, Suite 100
Riverside, CA 92501	Santa Rosa, CA 95403

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of Airport Land Use Compatibility Plan preparation services will be accomplished through a CONSULTANT PROJECT MANAGER and an RCALUC PROJECT MANAGER. The RCALUC PROJECT MANAGER shall be an employee of the Riverside County Transportation and Land Management Agency.

The PROJECT MANAGER for CONSULTANT will be:

Ken Brody

1 The PROJECT MANAGER for RCALUC will be:

2 Ed Cooper

3 CONSULTANT shall not remove Mr. Brody as MEAD AND HUNT, INC. PROJECT MANAGER without written  
4 consent of RCALUC PROJECT MANAGER.

5 **ARTICLE II • PROJECT DEFINITION**

6 CONSULTANT shall provide all services as outlined and specified in **APPENDIX A, Scope of Services** attached  
7 hereto and by this reference incorporated herein. CONSULTANT represents and maintains that it is skilled to  
8 perform all services, duties, and obligations required by this Agreement to fully and adequately complete the  
9 project. CONSULTANT shall perform the services and duties in conformance to and consistent with the  
10 standards generally recognized as being employed by professionals in the same discipline in the State of  
11 California. CONSULTANT further represents and warrants that it has all licenses, permits, qualifications and  
12 approvals of whatever nature is legally required to practice its profession/service. CONSULTANT further  
13 represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

14 **CONSULTANT SHALL PERFORM NO SERVICES EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN.**

15 **ARTICLE III • COOPERATIVE DEPARTMENTS/AGENCIES**

16 **A. Lead Department/Agency**

17 The COUNTY's Transportation and Land Management Agency (TLMA) is designated as the lead  
18 department acting on behalf of the COUNTY and may be working cooperatively with other COUNTY  
19 departments and/or agencies in the effort to complete Project.

20 **B. Cooperative Departments/Agencies**

21 The cooperating departments are listed below and will hereinafter be collectively referred to as the  
22 "DEPARTMENTS".

23 Riverside County Department of Information Technology

24 **C. Standards**

25 All deliverables shall be prepared in accordance with the current COUNTY practices, regulations, policies,  
26 procedures, manuals and standards where applicable. All deliverables are subject to review and  
27 approval by TLMA and cooperating departments.

28 // // // //

ARTICLE IV • CONDITIONS

**A. Notifications**

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the attention of the CONSULTANT PROJECT MANAGER or the RCALUC PROJECT MANAGER at the respective addresses provided on page two (2) of this contract.

**B. Assignment**

CONSULTANT shall not delegate or assign any interest in this agreement, and shall not transfer any interest in the same, whether by operation of law or otherwise, without prior written consent of COUNTY.

**C. Subcontracts**

1. No contract shall be made by the CONSULTANT with any party for furnishing any of the work or services herein contained without the prior written approval of the RCALUC PROJECT MANAGER, but this provision shall not require the approval of contracts of employment between the CONSULTANT and personnel assigned for services there under, or for parties named in the proposal and agreed to under any resulting contract.
2. In the event CONSULTANT subcontracts any portion of CONSULTANT's duties under this agreement, CONSULTANT shall require its subcontractors to comply with the terms of this contract in the same manner as required of CONSULTANT including, but not limited to: indemnification of the COUNTY; requiring the same insurance of Subcontractors as required of CONSULTANT; and having Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this Agreement requires CONSULTANT's insurance to name RCALUC and COUNTY as Additional Insured.

**D. Modifications**

1. The COUNTY's Board of Supervisors and Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written amendment, make alterations to the scope of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an



## Hemet-Ryan Airport Land Use Compatibility Plan

1 equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract  
2 shall be modified in writing accordingly. Any claim by the CONSULTANT for adjustment under this  
3 paragraph shall be assessed within 30 days of when the CONSULTANT received notice of the alteration  
4 in the work. Notwithstanding the foregoing, if the County Purchasing Agent decides that the facts provide  
5 sufficient justification, he/she may receive and act upon any claim, which is asserted by the  
6 CONSULTANT at any time prior to final payment under this agreement. Failure to agree to any  
7 adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this  
8 contract entitled 'Disputes.' However, nothing in this clause shall excuse the CONSULTANT from  
9 proceeding with the contract as changed.

- 10 2. There shall be no change in the CONSULTANT PROJECT MANAGER or key members of the PROJECT  
11 team without prior written approval by the RCALUC PROJECT MANAGER.

### 12 E. RCALUC Directives

13 CONSULTANT shall receive contract and Project directions and interpretations from the RCALUC  
14 PROJECT MANAGER.

### 15 F. CONSULTANT Responsibilities

- 16 1. CONSULTANT has total responsibility for the accuracy and completeness of all data, plans, specifications  
17 and documents prepared and shall check all such material accordingly. The data, documents and/or  
18 plans will be reviewed by RCALUC PROJECT MANAGER. The responsibility for accuracy and  
19 completeness of such items remains solely that of CONSULTANT.
- 20 2. The plans, designs, estimates, calculations, findings, reports and other documents furnished in  
21 accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat  
22 appearance, well organized, technically and grammatically correct, checked and having the preparer and  
23 checker identified. The minimum standard of appearance, organization and contents shall be of similar  
24 types produced by RCALUC and COUNTY.
- 25 3. It is understood that the CONSULTANT has the skills, experience and knowledge necessary to perform  
26 the services agreed to be performed under this Agreement, and that the COUNTY relies upon the  
27 CONSULTANT'S representations about its skills, experience and knowledge to perform the  
28 CONSULTANT'S services in a competent manner. Acceptance by the COUNTY of the services to be

1 performed under this Agreement does not operate as a release of CONSULTANT from responsibility for  
2 the work performed.

- 3 4. It is further understood and agreed that the CONSULTANT is apprised of the scope of the work to be  
4 performed under this Agreement and the CONSULTANT agrees that said work can and shall be  
5 performed in a fully competent manner.

6 **G. Indemnification and Defense**

7 1. CONSULTANT agrees to, and shall, indemnify and hold harmless the County of Riverside, its Agencies,  
8 Departments, and their respective directors, officers, Board of Supervisors, elected and appointed  
9 officials, employees, agents and representatives (hereinafter individually and collectively referred to as  
10 "Indemnitees") from all liability, including, but not limited to, loss, suits, claims, demands, actions, or  
11 proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct,  
12 errors or omissions of CONSULTANT, its directors, officers, partners, employees, agents or  
13 representatives or any person or organization for whom CONSULTANT is responsible, arising out of or  
14 from the performance of services under this Agreement. To the extent a loss, suit, claim, demand, action,  
15 or proceeding is based on actual or alleged acts or omissions of CONSULTANT which are not  
16 professional services, CONSULTANT shall indemnify Indemnitees whether or not CONSULTANT is  
17 negligent.

18 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by  
19 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty  
20 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any  
21 act or omission of CONSULTANT.

22 3. CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including, but not limited to,  
23 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or  
24 proceedings to the extent based or alleged to be based on any act or omission of CONSULTANT arising  
25 out of or from the performance of services under this Agreement. The duty to defend applies to any  
26 alleged or actual negligence, recklessness, willful misconduct, error or omission of CONSULTANT. The  
27 duty to defend shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether  
28 or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if

1 Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused  
2 by the sole active negligence of Indemnitees.

- 3 4. The specified insurance provisions and limits required in this Agreement shall in no way limit or  
4 circumscribe CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party  
5 claims.
- 6 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code  
7 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil  
8 Code Sections 2782 and 2782.8.

9 **H. Independent Contractor**

10 The CONSULTANT is, for purposes arising out of this contract, an independent contractor and shall not  
11 be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONSULTANT  
12 shall in no event, as a result of this contract, be entitled to any benefits to which COUNTY employees are  
13 entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits,  
14 and injury leave or other leave benefits. CONSULTANT hereby holds COUNTY harmless from any and  
15 all claims that may be made against COUNTY based upon any contention by any third party that an  
16 employer-employee relationship exists by reason of this agreement.

17 **I. Extra Work**

- 18 1. CONSULTANT shall not perform Extra Work until receiving written authorization from the RCALUC  
19 PROJECT MANAGER.
- 20 2. In the event that RCALUC PROJECT MANAGER directs CONSULTANT to provide services constituting  
21 Extra Work, COUNTY shall provide extra compensation to the CONSULTANT. Allowable compensation  
22 for approved extra work will be based on the provisions of Appendix C, Rate Schedule, which is attached  
23 hereto and incorporated herein by reference.

24 **J. Disputes**

- 25 1. In the event CONSULTANT considers any work demanded of him to be outside the requirements of the  
26 contract, or if he considers any order, instruction, or decision of the COUNTY to be unfair, he shall  
27 promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same,  
28 whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or



## Hemet-Ryan Airport Land Use Compatibility Plan

1 decision; but unless CONSULTANT finds such order, instruction, or decision satisfactory, he shall within  
2 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his  
3 objections and reasons therefore. Except for such protests or objections as are made of record in the  
4 manner specified and within the time stated herein, and except for such instances where the basis of a  
5 protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for  
6 protest, CONSULTANT hereby waives all grounds for protests or objections to the orders, instruction, or  
7 decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders,  
8 instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY authority.

- 9 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual  
10 agreement may be settled by mediation in accordance with the rules of the American Arbitration  
11 Association, provided that the parties mutually agree to submit to mediation.
- 12 3. Neither the pendency of a dispute nor its consideration by mediation will excuse CONSULTANT from full  
13 and timely performance in accordance with the terms of the contract.

### 14 K. Termination

- 15 1. COUNTY reserves the right to terminate this contract at COUNTY'S discretion and without cause, upon  
16 thirty (30) calendar days written notice to CONSULTANT stating the effective date of termination.
- 17 2. COUNTY may, upon five (5) days written notice, terminate this agreement for CONSULTANT's default, if  
18 CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress  
19 so as to endanger performance and does not cure such failure within a reasonable period of time. In the  
20 event of such termination, the COUNTY may proceed with the work in any manner deemed proper by  
21 COUNTY.
- 22 3. After receipt of the Notice of Termination pursuant to paragraph 1 or 2 above, CONSULTANT shall:
- 23 A.) Stop all work under this Agreement on the date specified in the Notice of Termination.
- 24 B.) Transfer to COUNTY and deliver in the manner, and to the extent, if any, as directed by  
25 COUNTY, all notes, surveys, studies, reports, plans, drawings, specifications, and all  
26 other materials and documents prepared by CONSULTANT in the performance of this  
27 Agreement. All such documents and materials shall be property of COUNTY.  
28 CONSULTANT may retain a copy of such documents and materials for CONSULTANT's

1 records.

- 2 4. In the event that this Agreement is terminated, CONSULTANT is entitled to full payment for all services  
3 performed in accordance with the terms of this Agreement up to the time written notice of termination is  
4 received by CONSULTANT. Payment shall be made for services performed to date based upon the  
5 percentage ratio that the basic services performed bear to the services contracted for, less payments  
6 made to date; plus any amount for authorized, but unpaid, extra work performed and costs incurred.
- 7 5. Notwithstanding any of the provisions of this Agreement, CONSULTANT's rights under this Agreement  
8 shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or  
9 material breach of this Agreement by CONSULTANT; or in the event of CONSULTANT's unwillingness or  
10 inability for reason outside the CONSULTANT'S control to perform the duties hereunder; or if the  
11 Agreement is terminated pursuant to Article IV-K. In such event, CONSULTANT shall not be entitled to  
12 any further compensation under this Agreement.
- 13 6. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to  
14 any other rights and remedies provided by law or under this Agreement.

15 **L. Insurance**

16 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY  
17 harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and  
18 expense, the following insurance coverages during the term of this Agreement. As respects to the  
19 insurance section only, COUNTY herein refers to the County of Riverside, its Agencies, Departments,  
20 their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents  
21 or representatives as Additional Insureds.

22 **1. Workers' Compensation:**

23 If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall  
24 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State  
25 of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
26 limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive  
27 subrogation in favor of the County of Riverside.

28 **2. Commercial General Liability:**

## Hemet-Ryan Airport Land Use Compatibility Plan

1 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
2 unmodified contractual liability, products and completed operations liability, personal and advertising  
3 injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S  
4 performance of its obligations hereunder. Policy shall name COUNTY as Additional Insureds. Policy's  
5 limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance  
6 contains a general aggregate limit, it shall apply separately to this agreement or be no less than **two (2)**  
7 **times** the occurrence limit.

### 8 **3. Vehicle Liability:**

9 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then  
10 CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an  
11 amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a  
12 general aggregate limit, it shall apply separately to this agreement or be no less than **two (2) times** the  
13 occurrence limit. Policy shall name COUNTY as Additional Insureds.

### 14 **4. Professional Liability:**

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

### 25 **5. General Insurance Provisions:**

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

Hemet-Ryan Airport Land Use Compatibility Plan

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

2 b. The CONSULTANT must declare its insurance self-insured retention for each coverage required  
3 herein. If any such self-insured retention exceeds **\$500,000** per occurrence, each such retention  
4 shall have the prior written consent of the County Risk Manager before the commencement of  
5 operations under this Agreement. Upon notification of self insured retention unacceptable to the  
6 COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S carriers shall either:  
7 1) reduce or eliminate such self-insured retention as respects this Agreement with COUNTY, or 2)  
8 procure a bond which guarantees payment of losses and related investigations, claims administration,  
9 and defense costs and expenses.

10 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish COUNTY with 1) a  
11 properly executed original Certificate(s) of Insurance and certified original copies of Endorsements  
12 effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County  
13 Risk Manager, provide original Certified copies of policies including all Endorsements and all  
14 attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and  
15 policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written  
16 notice shall be given to COUNTY prior to any material modification, cancellation, expiration, or  
17 reduction in coverage of such insurance. In the event of a material modification, cancellation,  
18 expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless COUNTY  
19 receives, prior to such effective date, another properly executed original Certificate of Insurance and  
20 original copies of endorsements or certified original policies, including all endorsements and  
21 attachments thereto evidencing coverages set forth herein, and the insurance required herein is in full  
22 force and effect. **CONSULTANT shall not commence operations until COUNTY has been**  
23 **furnished original Certificate(s) of Insurance and certified original copies of endorsements**  
24 **and, if requested, certified original policies of insurance including all endorsements and any**  
25 **and all other attachments as required in this Section. An individual authorized by the**  
26 **insurance carrier to do so on its behalf shall sign the original endorsements for each policy**  
27 **and the Certificate of Insurance.**

28 d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be

**Hemet-Ryan Airport Land Use Compatibility Plan**

1 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured  
2 retentions or self-insured programs shall not be construed as contributory.

- 3 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope  
4 of services; or, there is a material change in the equipment to be used in the performance of the  
5 scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5)  
6 years; the Risk Manager of the County of Riverside reserves the right to adjust the types of insurance  
7 and the monetary limits of liability required under this Agreement, if, in the County Risk Manager's  
8 reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become  
9 inadequate.
- 10 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of  
11 subconsultants and subcontractors working under this Agreement.
- 12 g. The insurance requirements contained in this Agreement may be met with a program of self-  
13 insurance acceptable to the County.
- 14 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that  
15 may give rise to a claim arising from the performance of this Agreement.

16 **M. Conflict of Interest**

17 CONSULTANT warrants, by execution of this contract, that no person or selling agency has been  
18 employed or retained to solicit or secure this contract upon an agreement or understanding for a  
19 commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide  
20 established commercial or selling agencies maintained by CONSULTANT for the purpose of securing  
21 business. For breach or violation of this warranty, COUNTY has the right to annul this contract without  
22 liability, pay only for the value of the work actually performed, or in its discretion to deduct from the  
23 contract price or consideration, or otherwise recover, the full amount of such commission, percentage,  
24 brokerage, or contingent fee. CONSULTANT may be requested to complete a Conflict of Interest  
25 Statement prior to, during, or after execution of this contract. CONSULTANT understands that, as a  
26 condition of this contract, CONSULTANT agrees to complete the Conflict of Interest Statement when  
27 requested to do so by COUNTY.

28 **1. Interest of Consultant**

## Hemet-Ryan Airport Land Use Compatibility Plan

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

### 6 **2. Conduct of Consultant**

7 **A.** The CONSULTANT agrees to inform COUNTY of all the CONSULTANT's interests, if any, which  
8 are, or which the CONSULTANT believes to be, incompatible with any interest of the COUNTY.

9 **B.** The CONSULTANT shall not, under circumstances which might reasonably be interpreted as an  
10 attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor  
11 from individuals or organizations with whom the CONSULTANT is doing business or proposing to  
12 do business, in accomplishing the work under the contract.

13 **C.** The CONSULTANT shall not use for personal gain or make other improper use of privileged  
14 information, which is acquired in connection with his contract. In this connection, the term  
15 'privileged information' includes, but is not limited to, unpublished information relating to  
16 technological and scientific development; medical, personnel, or security records of the  
17 individuals; anticipated materials requirements or pricing actions; and knowledge of selection of  
18 Consultants or subcontractors in advance of official announcement.

19 **D.** The CONSULTANT or employees thereof shall not offer gifts, gratuity, favors, or entertainment  
20 directly or indirectly to COUNTY employees.

### 21 **N. Legal Compliance**

22 1. CONSULTANT shall comply with all applicable Federal, State and local laws, statutes, ordinances, rules  
23 and regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently  
24 in effect and in any manner affecting the performance of this Agreement, including, without limitation,  
25 workers' compensation laws and licensing and regulations.

26 2. Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code  
27 concerning the licensing of CONSULTANTS. All CONSULTANTS shall be licensed, if required, in

## Hemet-Ryan Airport Land Use Compatibility Plan

1 accordance with the laws of this State and any CONSULTANT not so licensed is subject to the penalties  
2 imposed by such laws. CONSULTANT further represents that it has all necessary permits, approvals,  
3 certificates, waivers and exemptions necessary for the provision of services hereunder and required by  
4 the laws and regulations of the United States, State of California, the County of Riverside and all other  
5 appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

### 6 3. Air, Water Pollution Control, Safety And Health

7 CONSULTANT shall comply with all air pollution control, water pollution, Safety and Health Ordinances  
8 and statutes, which apply to the work performed pursuant to this contract, including any requirements  
9 specified in state government codes.

### 10 4. OSHA Regulations

11 CONSULTANT is aware of the Occupational Safety and Health Administration (OSHA) standards and  
12 codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and  
13 regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance  
14 therewith, if applicable.

### 15 5. EDD Reporting Requirements

16 In order to comply with child support enforcement requirements of the State of California, the County of  
17 Riverside may be required to submit a Report of Independent Consultant(s) form DE 542 to the  
18 Employment Development Department. The selected Consultant agrees to furnish the required  
19 Consultant data and certifications to the County of Riverside within 10 days of notification of award of  
20 contract when required by the EDD.

21 It is expressly understood that this data will be transmitted to governmental agencies charged with the  
22 establishment and enforcement of child support orders and for no other purposes and will be held  
23 confidential by those agencies. Failure of the Consultant to timely submit the data and/or certificates  
24 required may result in contract being awarded to another Consultant. In the event a contract has been  
25 issued, failure of the Consultant to comply with all federal and state reporting requirements for child  
26 support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and  
27 Notices of Assignment shall constitute a material breach of contract. Failure to cure such breach within

60 calendar days of notice from the County shall constitute grounds for termination of the contract.

If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in the State Government section under "Employment Development Department," or you may access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**6. Assurances**

CONSULTANT will comply with COUNTY policies and procedures here applicable. In the event that the policies and procedures promulgated by COUNTY are more restrictive, but not in conflict with Federal or State policies and procedures, those issued by COUNTY will prevail.

**O. Nondiscrimination**

CONSULTANT shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and the Americans with Disabilities Act of 1990 (42 U.S.C. Section 1210 et seq.).

**P. Review and Inspection**

The CONSULTANT shall provide adequate cooperation to any inspector assigned by the COUNTY to permit him/her to determine the CONSULTANT's conformity with the contract and adequacy of the services being provided. All inspections by the COUNTY shall be made in such a manner as to not unduly interfere with CONSULTANT performance. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, COUNTY shall have the right to require the CONSULTANT to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. In the event the CONSULTANT fails to perform the services promptly or to take necessary steps to endeavor future performance of the service is in conformity with specifications and requirements of the contract, COUNTY shall have the right to either:





## Hemet-Ryan Airport Land Use Compatibility Plan

1 (A) have the services performed in conformity with the contract specifications and charge to the  
2 CONSULTANT any cost occasioned to COUNTY that is directly related to the performance of such  
3 services, or (B) terminate this contract for default as provided in Article IV-K Termination. If the COUNTY  
4 chooses alternative (A), COUNTY may withhold such costs from any amounts still owed to  
5 CONSULTANT under this or any other contractual agreements with COUNTY.

### 6 **Q. Record Retention / Audits**

- 7 1. CONSULTANT shall make available, upon written request by any duly authorized Federal, State, or  
8 COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to  
9 certify the nature and extent of the costs of the services provided by CONSULTANT. All such books and  
10 records shall be maintained by CONSULTANT for at least five years from the termination of this  
11 Agreement and be available for audit by COUNTY. CONSULTANT to provide COUNTY with reports and  
12 information relative to this Agreement and in accordance with terms set forth herein, as requested by  
13 COUNTY.
- 14 2. The COUNTY, or any duly authorized representative thereof, shall have access to any books, records,  
15 and documents of CONSULTANT that are pertinent to the contract for audits, examinations, excerpts,  
16 and transactions, and copies thereof shall be furnished if requested. (Government Code Section 105320)

### 17 **R. Ownership of Data**

- 18 1. All data prepared by CONSULTANT under this Agreement, such as plans, drawings, magnetic media,  
19 data and calculations, relative to this Agreement shall become the property of the COUNTY upon their  
20 creation, except that the CONSULTANT shall have the right to retain copies of all such data for its  
21 records. The COUNTY shall not be limited in any way in their use of such data at any time, provided that  
22 any such use not within the purposes of this Agreement shall be at COUNTY'S sole risk, and provided  
23 that the CONSULTANT shall be indemnified against any damages resulting from such use, including the  
24 release of this material to third parties for a use not intended in this Agreement. If the CONSULTANT  
25 should later desire to use any of the data prepared by the CONSULTANT in connection with this Project,  
26 it shall first obtain the written approval of COUNTY.
- 27 2. All work product and data to be provided by CONSULTANT shall be provided in accordance with the  
28 number of copies and format noted for each task in Appendix A, Scope of Services.

1 **S. Confidentiality and Use of Data**

- 2 1. All financial, statistical, personal, technical or other data and information which is designated confidential  
3 by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected  
4 by CONSULTANT from unauthorized use and disclosure.
- 5 2. During the life of this contract, CONSULTANT shall not comment publicly to the press or any other media  
6 regarding the contract, COUNTY actions on the same, except to COUNTY staff, CONSULTANT's own  
7 personnel involved in the performance of this contract, or at public hearings, or in response to questions  
8 from a Legislative committee.
- 9 3. Prior to completion of the Scope of Services outlined in this contract, CONSULTANT shall not issue any  
10 news release or public relations item of any nature whatsoever regarding work performed or to be  
11 performed under this contract without prior review of the contents thereof by the RCALUC PROJECT  
12 MANAGER and receipt of the RCALUC PROJECT MANAGER's written permission.

13 **T. Entire Agreement**

14 This Agreement, including any Statement(s) of Work entered into pursuant to it, constitutes the entire  
15 agreement of the parties hereto with respect to its subject matter and supersedes all prior and  
16 contemporaneous representations, proposals, discussions and communications, whether oral or in  
17 writing. This contract may be modified only in writing and shall be enforceable in accordance with its  
18 terms when signed by each of the parties hereto.

19 **ARTICLE V • PERFORMANCE**

20 **A. Performance Period**

- 21 1. CONSULTANT shall not begin work until notification to proceed by the RCALUC PROJECT MANAGER.
- 22 2. This Agreement shall be effective upon notification to proceed by the RCALUC PROJECT MANAGER  
23 and shall continue in effect until Notice of Final Acceptance or no later than June 30<sup>th</sup>, 2014, unless  
24 terminated as specified in Article IV-K Termination, or a time extension is granted per Article VB. Time  
25 Extensions.
- 26 3. When COUNTY determines that CONSULTANT has satisfactorily completed the Project, COUNTY shall  
27 give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further  
28 costs hereunder unless so specified in the Notice of Final Acceptance. CONSULTANT may request a

## Hemet-Ryan Airport Land Use Compatibility Plan

1 Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants  
2 as stipulated in this Agreement.

3 4. Time is of the essence in this agreement.

### 4 **B. Time Extensions**

- 5 1. Any delay in providing services required by this agreement occasioned by causes beyond the control of,  
6 and not due to the fault or negligence of, the CONSULTANT shall be the reason for granting an extension  
7 of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly  
8 notify COUNTY in writing of the cause and of the extent of the delay, whereupon COUNTY shall  
9 ascertain the facts and the extent of the delay and grant an extension of time for the completion of the  
10 work when, in COUNTY's judgment, their findings of fact justify such an extension of time.
- 11 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not  
12 intended to deny CONSULTANT its civil legal remedies in the event of a dispute.

### 13 **C. Reporting Progress**

- 14 1. As part of each invoice, CONSULTANT shall submit a progress report in accordance with RCALUC and  
15 COUNTY Guidelines. Progress Reports shall indicate the progress achieved during the previous billing  
16 period in relation to Appendix A, Scope of Services. Submission of such progress report by  
17 CONSULTANT shall be a condition precedent to receipt of payment from COUNTY for each invoice  
18 submitted.
- 19 2. To ensure understanding and performance of the contract objectives, meetings between COUNTY and  
20 CONSULTANT shall be held as often as deemed necessary. All work objectives, CONSULTANT's work  
21 schedule, the terms of the contract and any other related issues will be discussed and/or resolved.  
22 CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate.

### 23 **D. Waiver of Default**

24 Any waiver by COUNTY of any breach of any one or more of the terms of this agreement shall not be  
25 construed to be a waiver of any subsequent or other breach of the same or of any other term hereof.  
26 Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this  
27 agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY  
28 from enforcement hereof.

**E. Governing Law; Jurisdiction; Severability**

This Agreement and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this Agreement shall be filed in the appropriate state court of California located in Riverside, California. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**F. Force Majeure**

In the event CONSULTANT is unable to comply with any provision of this agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CONSULTANT shall not be held liable to COUNTY for such failure to comply. In the event COUNTY is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONSULTANT for such failure to comply.

**ARTICLE VI • COMPENSATION**

**A. Work Authorization**

CONSULTANT shall not commence performance of any work or Project services until this contract has been approved by COUNTY and notification to proceed is issued as set forth under Article V. hereinabove. No payment will be made for any work performed prior to approval of this contract.

**B. Basis of Compensation**

1. Services as provided under this agreement as described in Appendix A, Scope of Services, shall be compensated for as defined in Appendix B, Budget, which is attached hereto and incorporated herein by reference. The total amount of the Contract shall not exceed \$102,300 if Option A is chosen during Task 2 or \$111,160 if Option B is chosen, with an additional contingency of \$10,000 applicable to either option. The contingency shall be subject to the provisions for authorizing Extra Work as detailed further. The total amount of the Contract shall not exceed \$112,300 for Option A or \$121,160 for Option B. No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work letter by COUNTY.

- 1 2. Prior authorization, in writing, by the RCALUC PROJECT MANAGER will be required before  
2 CONSULTANT enters into any Extra Work.
- 3 3. In the event of errors or omissions in the Services, CONSULTANT shall perform the necessary  
4 CONSULTANT services required to correct such errors and omissions without additional charge to  
5 COUNTY.

6 **C. Progress Payments**

7 Said compensation shall be paid in accordance with an invoice submitted to COUNTY by CONSULTANT  
8 within fifteen (15) days from the last day of each calendar month, and COUNTY shall endeavor to pay the  
9 invoice within thirty (30) days from the date of receipt of the invoice and as required in Appendix C, Article  
10 CII, Invoicing.

11 **D. Disallowance**

12 In the event the CONSULTANT receives payment for services under this contract which is later  
13 disallowed for nonconformance with the terms and conditions herein by the COUNTY, the CONSULTANT  
14 shall promptly refund the disallowed amount to the COUNTY on request, or at its option, the COUNTY  
15 may offset the amount disallowed from any payment due to the CONSULTANT under any contract with  
16 COUNTY.

17 **E. Availability of Funding**

18 This Contract is funded, in part, by County General Funds and a matching grant from the California  
19 Department of Transportation. The COUNTY obligation for payment of any contract beyond the end of  
20 each fiscal year end (June 30) is contingent upon the availability of funding from which payment can be  
21 made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of the  
22 calendar year unless funds are made available for such performance. In the event that such funds are not  
23 forthcoming for any reason, the RCALUC PROJECT MANAGER shall immediately notify CONSULTANT  
24 in writing. This Agreement shall be deemed terminated and have no further force and effect immediately  
25 on receipt of said notification by CONSULTANT.

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APPENDIX A • SCOPE OF SERVICES

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**A. PROJECT INTRODUCTION**

The Riverside County Airport Land Use Commission (RCALUC) proposes to adopt a new Airport Land Use Compatibility Plan for Hemet-Ryan Airport ("Project"). Upon its adoption, the new Hemet-Ryan Airport Land Use Compatibility Plan (HRALUCP) will supersede the 20-year-old Hemet-Ryan Airport Comprehensive Land Use Plan (HRACLUP) and would be used by the RCALUC, the County of Riverside, and the City of Hemet in evaluation of land uses for consistency with it. RCALUC will specifically use the RCALUCP in making determinations as to the consistency of proposed land use actions (such as adoption of general and specific plans, rezoning, and development projects).

**B. PROJECT TIMEFRAME**

This agreement is expected to take between twelve (12) months and eighteen (18) months to complete; this contract is structured to complete the work within the required timeframes, but in no case longer than eighteen (18) months (not later than June 30, 2014) as shown below, unless a Time Extension is granted.

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# Hemet-Ryan Airport Land Use Compatibility Plan

		No. of Months														
#	Task	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1.	Scope Refinement and Project Coordination		*													
2.	Project Initiation (M1 - Kickoff Meeting)															
3.	Obtain Airport Data															
4.	Obtain Land Use Data and Maps															
5.	Review and Compile Data (M2 - Background Paper)															
6.	Evaluate Noise Issues and Define Compatibility Criteria															
7.	Evaluate Overflight Issues and Define Compatibility Criteria															
8.	Evaluate Safety Issues and Define Compatibility Criteria															
9.	Evaluate Airspace Protection Issues and Define Compatibility Criteria															
10A.	Prepare Administrative Draft ALUCP (Option A: M3 - Consistency Paper)															
10B.	Prepare Administrative Draft ALUCP (Option B: M3 - Policy/Consistency Paper)															
11.	CEQA Initial Study Preparation															
12.	Public Draft ALUCP (M4 - ALUC Meeting)															
13.	Review and Adoption Process (M5 - Public Workshop; M6 - ALUC Adoption Hearing)															

ALUCP Permit Options: Selection of preferred option to be made during Task 2  
 Option A - Composite Approach  
 Option B - Layered Approach

**Deliverables**

- \* Final contract materials
- D1 Discussion Paper 1: Document Format Issues
- D2 Discussion Paper 2: Background Data
- D3 Discussion Paper 3: ALUC Procedural Policies (Option B only) and Preliminary General Plan Consistency Review
- D4 Administrative Draft ALUCP -- Either as component of countywide ALUCP (Option A) or as stand-alone document
- D5 CEQA Initial Study (Mead & Hunt input to County effort)
- D6 Public Draft ALUCP
- D7 Public Workshop Presentation Materials
- D8 Addendum to Public Draft ALUCP
- D9 Final ALUCP

## ARTICLE AII • SERVICES TO BE PROVIDED

### A. PROJECT SCOPE

The Consultant— Mead & Hunt —will assist the RCALUC with preparation of the HRALUCP and the preparation of the necessary California Environmental Quality Act (CEQA) documentation to enable the RCALUC to adopt the HRALUCP.

#### *Element I. Project Initiation and Management*

This work element covers essential project initiation and management activities. Two specific tasks are included.

#### **Task 1. Scope Refinement and Project Coordination**

##### Task 1.1 Scope Refinement

This task includes finalization of the scope of work, schedule, and budget at the outset of the project and monitoring of the need to adjust these items to meet conditions that may arise during the course of the study.

##### Task 1.2 Project Management

In addition to frequent telephone conversations, Consultant will provide a monthly status report which will summarize the work performed and the deliverables provided for each billing period. The status report will be included with monthly invoices. This task also includes project management activities among which are: directing and monitoring work to maintain the project schedule; ensuring that high quality deliverables are produced; and providing timely information to RCALUC staff regarding both risks and opportunities affecting the project schedule and costs so as to enable affective decision making by RCALUC staff. Costs assumptions are based on a 10-

1 month project delivery schedule.

2 *Deliverables*

- 3 • Monthly invoices and status reports

4 **Task 2. Project Initiation**

5 Task 2.1 RCALUCP Format

6 The purpose of this task is to reach a decision regarding use of the layered versus composite format for criteria  
7 and maps and between a stand-alone plan and one that is a component of the RCALUC's 2004 countywide  
8 Policy Document. Input should be obtained from the RCALUC before the choices are finalized. Consultant will  
9 prepare a short paper outlining the choices and will present the material to the RCALUC.

10 *Deliverables*

- 11 • Discussion Paper – Document Format (Word on CD)

12 Task 2.2 TAC Organization

13 Consultant will work with RCALUC staff to define the structure, functions, and membership of the Technical  
14 Advisory Committee (TAC) that is to be established for the Project. It is envisioned that the TAC would consist of  
15 selected RCALUC Commissioners as well as representation from Riverside County Economic Development  
16 Agency, Riverside County Planning Department, and City of Hemet Planning Department.

17 Task 2.3 TAC Kick-Off Meeting

18 Consultant will attend a project kick-off meeting with the ALUC and TAC at which time the overall approach to and  
19 expectations for the project will be presented and a decision reached regarding the document format.

20 ***Element II. Data Collection and Compilation***

21 The first major work effort of the project will be to gather and organize data about Hemet-Ryan Airport and its  
22 environs. A variety of existing documents and digital files will be the primary data sources. Additionally, though,  
23 we will rely upon the TAC members to help fill in data gaps.

24 **Task 3. Obtain Airport Data**

25 Task 3.1 Obtain Data

26 Specific data of importance includes the current and proposed physical configuration of the airport runway  
27 system, the design of instrument approach procedures, current and forecast aircraft activity data (aircraft types,  
28 runway usage, time of day), and traffic pattern locations. The latest draft (or adopted) versions of the Airport  
29 Master Plan report, Airport Layout Plan drawing, and Environmental Impact Report will be the primary sources for



1 this information. Consultant will work with airport management and others familiar with airport activity to verify and  
2 supplement this data. Consultant also will investigate whether radar data showing aircraft flight tracks at or below  
3 traffic pattern altitude is available, but the understanding is that it is not.

4 **Task 3.2 Obtain Complaint Info**

5 In consultation with airport management and TAC members, Consultant will obtain information on complaints  
6 about aircraft operations (by geographic location and land use category, if possible).

7 **Task 4. Obtain Land Use Data and Maps**

8 **Task 4.1 Define Study Area**

9 For the purposes of data collection and mapping, the basic ALUCP Study Area will consist of lands within the  
10 Federal Aviation Regulations Part 77 notification area boundary (14 CFR Part 77, Subpart B). This boundary,  
11 which extends 20,000 feet from the nearest point on the airport runways, encompasses all of the Part 77  
12 obstruction identification (Subpart C) surfaces for the airport as well as the Airport Influence Area defined by the  
13 HRACLUP. If necessary, the basic Study Area will be expanded to include any subsequently identified portions of  
14 the common airport traffic pattern and pattern entry routes that have been omitted, as well as areas of high terrain  
15 that may be a factor with regard to instrument approach procedures.

16 **Task 4.2 Obtain GIS Land Use Data**

17 For lands within the Study Area, Consultant will with the assistance of RCALUC staff obtain the most recent  
18 available Geographic Information Systems (GIS) parcel-based data from Riverside County, supplemented, if  
19 necessary, with information provided by City of Hemet officials. In addition to the street and parcel base map,  
20 specific data to be requested will be County and City general plan and specific plan land use designations, zoning  
21 districts, and existing land uses. RCALUC staff assistance will be important in helping to determine the GIS layers  
22 that best meet these data needs.

23 **Task 4.3 Aerial and Site Surveys**

24 Aerial photography available from the county and city or on-line will be used to supplement the GIS data and  
25 verify locations of existing development. Consultant will tour the airport area to further verify and supplement the  
26 GIS data for existing land uses. Also, assistance of RCALUC staff and the TAC will be sought to identify any new  
27 projects that may not yet be reflected in the GIS data, particularly the location of any projects for which local  
28 approvals have been obtained, but the projects have not yet been built. Information will also be sought regarding  
29 development proposals that are anticipated but not yet approved.

1 Task 4.4 Obtain Land Use Documents

2 Consultant will obtain paper copies or digital links to current county and city general plans (2003 Riverside County  
3 Integrated Project General Plan and 2012 Hemet General Plan), specific plans, zoning ordinances and other land  
4 use policy information relevant to land use compatibility matters within the Study Area. RCALUC staff and TAC  
5 assistance will be requested when necessary to help identify the pertinent documents.

6 **Task 5. Review and Compile Data**

7 Task 5.1 Analyze Aviation Activity Forecasts

8 Aviation activity forecasts from the draft Airport Master Plan and EIR will be evaluated to ensure that they  
9 adequately reflect long-range future use of the airport. For compatibility planning purposes, a reasonably plausible  
10 high-range forecast is desirable. State law requires the forecasts to have a time horizon of at least 20 years. If  
11 updating or extension of the forecasts is deemed necessary, Consultant will work with the airport management  
12 and consult with the TAC to establish appropriate forecasts for use in the HRALUCP. If necessary, this work  
13 would be conducted as a contingency task under Element V.

14 Task 5.2 Confirm Adoption of Hemet-Ryan Master Plan

15 The HRALUCP must be based upon an adopted master plan or, subject to approval of the Caltrans Division of  
16 Aeronautics, an FAA-approved airport layout plan. As noted with regard to our overall project approach, the  
17 expectation is that the Hemet-Ryan Airport Master Plan will be adopted in a timely manner that will enable to  
18 serve as the basis for the HRALUCP and thus eliminate the need for Caltrans approval of an airport layout plan. If  
19 the master plan adoption does not occur in early 2013 as expected, then any extra Consultant work effort  
20 resulting from the delay or the need to obtain Caltrans authorization for use of the airport layout plan will be  
21 conducted as a contingency task under Element V.

22 Task 5.3 Summarize Background Data

23 Consultant will summarize the airport and land use data obtained in Tasks 3 and 4 and present the information in  
24 a discussion paper. The paper will primarily rely upon maps and tables to present the information and will be  
25 formatted so as to later become the background data chapter of the HRALUCP. The airport data will clearly  
26 indicate the aeronautical factors upon which the HRALUCP is to be based. The land use data will include a listing  
27 of currently adopted Riverside County and City of Hemet compatibility policies applicable to the airport.  
28 Consultant will present the discussion paper at a meeting of the TAC and seek the members' assistance in  
29 ensuring that the data is accurate and complete.

1 *Deliverables*

- 2 • Discussion Paper – Background Data (Word on CD)

3 ***Element IIIA. Compatibility Plan Preparation – Format Option A (Composite)***

4 Format Option A presumes that the HRALUCP will look much like ALUCPs that the RCALUC has adopted for  
5 other airports in the county beginning in 2004. The countywide policies included in Chapter 2 of the current Policy  
6 Document will serve as the baseline policies for the HRALUCP. Any variations from these policies will be  
7 identified in a section of Chapter 3, Individual Airport Policies and Compatibility Maps, as is done with the other  
8 airports. Parallel to the format for the other ALUCPs, a composite set of zones for Hemet-Ryan Airport will be  
9 developed for inclusion within Chapter 3.

10 **Task 6A. Evaluate Noise Issues and Define Compatibility Criteria**

11 Task 6A.1 Map Noise Contours

12 Consultant will map current and projected 55, 60, and 65 dB CNEL contours for the airport. The 60 and 65  
13 contours are available from the draft Airport Master Plan and EIR and the 55 contour can easily be added using  
14 the Integrated Noise Model inputs Consultant already has. Projected contours reflecting the existing runway  
15 system as well as ones for the future configuration will need be taken into account. The noise contours will be  
16 presented as part of the Hemet-Ryan Airport section of the Background Data volume and will be a factor  
17 considered in development of the composite map in Task 10A.1. This task does not include preparation of new  
18 contour sets using new data inputs. If the activity forecast analysis in Task 5.1 concludes that the Master Plan  
19 activity forecasts need to be revised or extended, preparation of new noise contours would become necessary  
20 unless only a date change is involved. If so, this effort will be conducted as a contingency task.

21 Task 6A.2 Identify Potential Noise Criteria Variation

22 Noise compatibility criteria from the countywide Policy Document will be applied to Hemet-Ryan Airport; a  
23 separate set of policies will not be required under this option. This task will therefore focus on identifying where  
24 variations, if any, should be made to the countywide criteria.

25 **Task 7A. Evaluate Overflight Issues and Define Compatibility Criteria**

26 Task 7A.1 Map Traffic Pattern Envelope

27 Using data obtained in Task 3, Consultant will map the location of the traffic pattern envelope—the area within  
28 which most aircraft fly when approaching, departing, or conducting flight training at the airport. The flight track  
29 envelope, together with information regarding the location of airport-related noise complaints, will be used to

1 define the area within which aircraft overflights are a concern. The flight track envelope will be presented as part  
2 of the Hemet-Ryan Airport section of the Background Data volume and will be a factor considered in development  
3 of the composite map in Task 10A.1

4 **Task 7A.2 Identify Potential Overflight Criteria Variation**

5 Overflight compatibility criteria from the countywide Policy Document will be applied to Hemet-Ryan Airport. This  
6 task will focus on identifying where variations, if any, should be made to the countywide overflight criteria.

7 **Task 8A. Evaluate Safety Issues and Define Compatibility Criteria**

8 **Task 8A.1 Map Accident Risk Potential**

9 Using generic safety data from the Handbook, Consultant will map the accident risk potential for the area around  
10 the airport (including areas of the airport property used for nonaviation development), based on planned  
11 operations levels. The generic safety zones defined in the Handbook will be depicted relative to the Hemet-Ryan  
12 Airport runway system and included in the Background Data section. This information will be used in development  
13 of the composite zones under Task 10A.1.

14 **Task 8A.2 Identify Potential Safety Criteria Variation**

15 The countywide safety criteria will be reviewed for applicability to Hemet-Ryan Airport and variations will be  
16 recommended if appropriate.

17 **Task 9A. Evaluate Airspace Protection Issues and Define Compatibility Criteria**

18 **Task 9A.1 Incorporate Airspace Plan**

19 The Airspace Plan (FAR Part 77 Surfaces Plan) prepared as part of the Airport Master Plan will serve as the  
20 principal component of airspace protection policies for the HRALUCP. Consultant will augment this plan by  
21 evaluating existing approach procedures to determine if their associated Terminal Instrument Procedures  
22 (TERPS) surfaces may necessitate restrictions on the height of objects that are lower than those associated with  
23 the FAR Part 77 surfaces. If that is determined to be the case, appropriate TERPS surfaces will be mapped.  
24 TERPS surfaces will not be mapped for proposed instrument approach procedures as to do so would require  
25 detailed design of the procedures or assumptions regarding the design that are not provided in the Airport Master  
26 Plan.

27 **Task 9A.2 Identify Terrain and Airspace Surface Proximity**

28 Utilizing the Airspace Plan and TERPS surfaces along with topographic data for the airport vicinity, locations  
29 where terrain penetrates or comes within 50 feet of the airspace surfaces will be identified.

1 Task 9A.3 Identify Potential Airspace Protection Policy Variations

2 Countywide airspace protection policies will be reviewed and variations necessary, if any, for Hemet-Ryan Airport  
3 will be identified.

4 **Task 10A. Prepare Administrative Draft Airport Land Use Compatibility Plan**

5 Task 10A.1 Prepare Composite Map

6 Taking into account the individual compatibility factors mapped for Hemet-Ryan Airport in Tasks 6A through 9A,  
7 Consultant will prepare a composite compatibility map. The composite zones will encompass the entire airport  
8 influence area and may be larger or smaller than the Study Area identified in Task 4. The compatibility zones will  
9 use the same designations found in Table 2A, Basic Compatibility Criteria, in the current countywide Policy  
10 Document. Airport-specific assumptions and considerations (runway configuration, flight track location, etc.) used  
11 in creating the map will be described. Essential countywide policies variations identified in Tasks 6A through 9A  
12 will be assembled for inclusion within the Hemet-Ryan Airport section of Chapter 3.

13 Task 10A.2 Preliminary Land Use Assessment

14 Consultant will conduct a preliminary assessment of the implications that the compatibility map drafted in Task  
15 10A.1 together with the Table 2A criteria would have on the general plans and other land use development  
16 policies of the county and city. Major conflicts and inconsistencies will be identified and presented in a discussion  
17 paper to be provided to the TAC.

18 *Deliverables*

- 19 • Discussion Paper – Preliminary Land Use Assessment

20 Task 10A.3 TAC Meeting – Preliminary Land Use Assessment

21 Consultant will attend a meeting of the TAC to present and obtain feedback on the discussion paper described in  
22 Task 10A.2.

23 Task 10A.4 Update and Include Introductory and Appendix Materials

24 Introductory and appendix material in the RCALUC's 2004 countywide Policy Document and Background Data  
25 volumes will be updated. Because this material is informational and does not contain RCALUC policies, inserting  
26 it in the Policy Document in place of the corresponding existing pages would presumably not require formal action  
27 to update the ALUCPs for the other airports.

28 Task 10A.5 Prepare Administrative Draft ALUCP

29 An administrative draft Hemet-Ryan ALUCP will be prepared for review by RCALUC staff. As a component of the  
Professional Services Agreement • Scope of Services

2004 countywide Policy Document, this plan will consist of airport-specific sections to be inserted within Chapter 3 of the Policy Document and the Hemet-Ryan Airport chapter of the Background Data volume.

*Deliverables*

- Administrative Draft ALUCP (hardcopy and Word and PDF on CD)

**Element IIIB. Compatibility Plan Preparation – Format Option B (Layered)**

Format Option B presumes that the HRALUCP will utilize the layered approach for compatibility criteria and maps and that a stand-alone document will be prepared. The HRALUCP will not be directly tied to the 2004 countywide Policy Document. However, relevant sections from the Policy Document will be brought forward and updated as appropriate. Accordingly, the 2004 countywide Policy Document will be reviewed and updated and compatibility policies focusing on noise, overflight, safety, and airspace protection as individual factors will be developed.

**Task 6B. Evaluate Noise Issues and Define Compatibility Criteria**

**Task 6B.1 Map Noise Contours**

Consultant will map current and projected 55, 60, and 65 dB CNEL contours for the airport. The 60 and 65 contours are available from the draft Airport Master Plan and EIR and the 55 contour can easily be added using the Integrated Noise Model inputs Consultant already has. Projected contours reflecting the existing runway system as well as ones for the future configuration will need be taken into account. This task does not include preparation of new contour sets using new data inputs. If the activity forecast analysis in Task 5.1 concludes that the Master Plan activity forecasts need to be revised or extended, preparation of new noise contours would become necessary unless only a date change is involved. If so, this effort will be conducted as a contingency task.

**Task 6B.2 Prepare Noise Criteria**

A complete set of noise compatibility criteria will be drafted for inclusion into the Hemet-Ryan ALUCP. The criteria will indicate the maximum cumulative (CNEL) noise exposure acceptable for various types of future residential and nonresidential development that may be proposed for the airport environs. For land use categories that are marginally acceptable, specific conditions that the development proposal must meet will be listed. Where appropriate, these conditions will include criteria for maximum acceptable interior noise levels.

**Task 7B. Evaluate Overflight Issues and Define Compatibility Criteria**

**Task 7B.1 Map Traffic Pattern Envelope**

Using data obtained in Task 3, Consultant will map the location of the traffic pattern envelope—the area within

1 which most aircraft fly when approaching, departing, or conducting flight training at the airport. The flight track  
2 envelope, together with information regarding the location of airport-related noise complaints, will be used to  
3 define the area within which aircraft overflights are a concern.

4 **Task 7B.2 Prepare Overflight Criteria**

5 Using Handbook guidance and taking into account current RCALUC policies for other airports in the county,  
6 Consultant will develop criteria addressing overflight issues at Hemet-Ryan Airport. A complete set of overflight  
7 criteria will be prepared.

8 **Task 8B. Evaluate Safety Issues and Define Compatibility Criteria**

9 **Task 8B.1 Map Accident Risk Potential**

10 Using generic safety data from the 2011 Airport Land Use Planning Handbook, Consultant will map the accident  
11 risk potential for the area around the airport (including areas of the airport property used for nonaviation  
12 development), based on planned operations levels. The generic safety zones defined in the Handbook will be  
13 depicted relative to the Hemet-Ryan Airport runway system.

14 **Task 8B.2 Prepare Safety Criteria**

15 Utilizing the safety guidelines from the Handbook, Consultant will draft safety compatibility criteria applicable to  
16 future land use development near the airport. The degree of restrictiveness of the criteria will take into account the  
17 degree of accident risk for different portions of the airport environs as well as the consequences to people and  
18 property that could result for various categories of land uses if the use were to be the site of an aircraft accident. A  
19 complete set of safety criteria based upon those in the countywide Policy Document will be prepared.

20 **Task 9B. Evaluate Airspace Protection Issues and Define Compatibility Criteria**

21 **Task 9B.1 Incorporate Airspace Plan**

22 The Airspace Plan (FAR Part 77 Surfaces Plan) prepared as part of the Airport Master Plan will serve as the  
23 principal component of airspace protection policies for the HRALUCP. Consultant will augment this plan by  
24 evaluating existing approach procedures to determine if their associated Terminal Instrument Procedures  
25 (TERPS) surfaces may necessitate restrictions on the height of objects that are lower than those associated with  
26 the FAR Part 77 surfaces. If that is determined to be the case, appropriate TERPS surfaces will be mapped.  
27 TERPS surfaces will not be mapped for proposed instrument approach procedures as to do so would require  
28 detailed design of the procedures or assumptions regarding the design that are not provided in the Airport Master  
29 Plan.

1 Task 9B.2 Identify Terrain and Airspace Surface Proximity

2 Utilizing the Airspace Plan and TERPS surfaces along with topographic data for the airport vicinity, locations  
3 where terrain penetrates or comes within 50 feet of the airspace surfaces will be identified.

4 Task 9B.3 Prepare Height Criteria

5 Utilizing the countywide airspace protection policies as a starting point, criteria will be developed defining the  
6 acceptable height of any future objects that may be proposed for locations beneath the airspace surfaces. Special  
7 consideration will be given to policies addressing the areas of high terrain identified in Task 9B.2.

8 Task 9B.4 Identify and Prepare Criteria for Other Airspace Hazards

9 Consultant will identify other types of hazards to airspace, including bird strike hazards, and propose compatibility  
10 criteria, based upon guidance in the 2011 Airport Land Use Planning Handbook and Federal Aviation  
11 Administration Advisory Circulars.

12 **Task 10B. Prepare Administrative Draft Airport Land Use Compatibility Plan**

13 Task 10B.1 Preliminary Land Use Assessment

14 Consultant will conduct a preliminary assessment of the implications that the criteria drafted in Tasks 6B through  
15 9B would have on the general plans and other land use development policies of the county and city. Major  
16 conflicts and inconsistencies will be identified and presented in a discussion paper to be provided to the TAC.

17 *Deliverables*

- 18 • Discussion Paper – Preliminary Land Use Assessment (Word on CD)

19 Task 10B.2 Review RCALUC Procedural Policies

20 Consultant will review the RCALUC's procedural policies contained in the 2004 countywide Policy Document in  
21 light of statutory changes since that date, guidance in the 2011 Handbook, and recent work Consultant has  
22 completed for other airport land use commissions. A list of suggested policy revisions and additions will be  
23 prepared and included with the Task 10B.1 discussion paper for consideration by the TAC. While these policies  
24 will be intended for adoption at this time only as part of the HRALUCP, the expectation is that these revisions and  
25 changes could subsequently be applied to the ALUCPs for the other airports.

26 *Deliverables*

- 27 • Discussion Paper – RCALUC Procedural Policies (Word on CD)

28 Task 10B.3 TAC Meeting – Preliminary Land Use Assessment and Procedural Policies

29 Consultant will attend a meeting of the TAC to present and obtain feedback on the discussion paper described in



1 Tasks 10B.1 and 10B.2.

2 Task 10B.4 Prepare Procedural Policies

3 Based upon TAC input from Task 10B.3, a set of RCALUC procedural policies will be drafted for use within the  
4 HRALUCP. A complete updated policy set (including unchanged policies from the 2004 Policy document) will be  
5 provided.

6 Task 10B.6 Prepare Compatibility Policies

7 Compatibility policies will be prepared based upon the criteria outlined in Tasks 6B through 9B. The policies will  
8 serve as the primary basis for determining the compatibility of proposed development projects. The policies will  
9 include tables indicating the whether specific land use categories are compatible or incompatible within the  
10 various noise and safety zones. The boundaries of the overall airport influence area defined by the four  
11 compatibility factors will be depicted on a separate map. The airport influence area may be larger or smaller than  
12 the Study Area identified in Task 4. All text policies will be in a format that facilitates ease of implementation by  
13 individual local agencies and will be enumerated to facilitate reference.

14 Task 10B.7 Update and Include Introductory and Appendix Materials

15 Introductory and appendix material in the 2004 countywide Policy Document and Background Data volumes will  
16 be updated as appropriate for use within the Hemet-Ryan plan.

17 Task 10B.8 Prepare Administrative Draft ALUCP

18 A complete administrative draft of the HRALUCP will be prepared for review by ALUC staff.

19 *Deliverables*

- 20 • Administrative Draft ALUCP (hardcopy and Word and PDF on CD)

21 ***Element IV. CEQA Preparation and ALUCP Adoption Process***

22 Element IV contains the tasks associated with public review of the draft HRALUCP and CEQA Initial Study and  
23 the adoption of the plan by the RCALUC.

24 **Task 11. CEQA Initial Study Preparation**

25 Task 11.1 General Plan Consistency Analyses

26 Consultant will prepare the part of the Land Use section of the CEQA Initial Study identifying conflicts between the  
27 draft RCALUCP and the county and city general plans (and applicable specific plans). The preliminary general  
28 plan consistency analysis done during Task 10A.2 or 10B.1, together with analyses Consultant will be doing for  
29 the EIR on the Airport Master Plan, will serve as starting points for this task. While this review will focus on the

1 general plan land use maps, an assessment will also be made as to whether other types of land use compatibility  
2 measures are in place and whether there is any conflict between proposed HRALUCP policies and general plan  
3 text. (This evaluation will generate information that would subsequently be used by RCALUC staff in the  
4 displacement analysis.)

5 **Task 11.2 Initial Study Assistance**

6 Consultant will assist RCALUC staff and legal counsel in preparation of a CEQA Initial Study of the Draft  
7 HRALUCP. The Initial Study shall include a project description, an analysis of each affected environmental issue,  
8 and any mitigation measures. RCALUC staff will be responsible for preparing an administrative draft Initial Study.  
9 The Consultant responsibility, in addition to conducting the general plan consistency analysis in Task 11.1, will be  
10 to review the administrative draft document and provide feedback. Consultant also will provide GIS support for  
11 displacement analyses to be done by RCALUC staff and to produce maps needed for the Initial Study. If  
12 Consultant assistance in addressing greenhouse gas emissions is necessary as the RFP indicates may be the  
13 case, the work effort will be defined at the appropriate time and conducted as a contingency task.

14 **Task 12. Public Draft HRALUCP**

15 **Task 12.1 Revisions to HRALUCP**

16 Consultant will modify the administrative draft prepared in Task 10A.5 or Task 10B.8 as necessary in respond to  
17 input from RCALUC staff. A draft for public circulation and review will be prepared.

18 *Deliverables*

- 19 • Public Draft ALUCP (hardcopy and Word and PDF on CD)

20 **Task 12.2 Public Draft HRALUCP Meeting**

21 Consultant will participate in a meeting of the ALUC at which the public draft ALUCP and the CEQA Initial Study  
22 are presented. This meeting will be intended to be informational and not result in a need for revisions to either  
23 document. However, if the RCALUC should direct that substantive changes be completed prior to the circulation  
24 of the documents for formal review, the additional work would be accomplished under the Element V contingency  
25 tasks.

26 **Task 13. Review and Adoption Process**

27 **Task 13.1 Public Workshop**

28 Consultant recommends that a public workshop on the plan and Initial Study be held during the public review  
29 period. A workshop provides an informal opportunity for affected or potentially affected property owners, as well

1 as other members of the general public, to learn about the plan. An open-house format would be used to allow for  
2 one-on-one conversations with those in attendance.

3 *Deliverables*

- 4 • Public Workshop Presentation Materials

5 Task 13.2 Stakeholder Meetings

6 If stakeholder meetings should prove to be necessary in addition to the Public Workshop, Consultant will be  
7 available to participate. Stakeholders may include property owners, elected officials, Native American tribes, and  
8 others. Stakeholder meetings (maximum two) that can be accomplished with Consultant participation via  
9 conference call are included in the primary project budget. Meetings that would require in-person participation will  
10 be covered as a contingency task unless scheduled as part of another planned trip for this project.

11 Task 13.3 Response to HRALUCP and Initial Study Comments

12 HRALUC staff will be responsible for tabulating and responding to comments received on the draft HRALUCP and  
13 Initial Study. Consultant will review the responses and provide feedback. If any comments trigger the need for  
14 revisions to the draft ALUCP, Consultant will prepare an addendum listing the specific changes.

15 *Deliverables*

- 16 • Addendum to Public Draft ALUCP (Word and PDF on CD)

17 Task 13.4 HRALUCP Adoption Hearing

18 Consultant will participate in one public hearing before the RCALUC at which time the draft HRALUCP will be  
19 considered for adoption. The location of this meeting is expected to be in or near the City of Hemet.

20 Task 13.5 Prepare Final ALUCP

21 Following RCALUC adoption of the HRALUCP, Consultant will incorporate the addendum (if any) into the draft  
22 document and prepare a final version.

23 Task 13.6 Deliver Final ALUCP and Supporting Files

24 Consultant will provide a pdf version of the adopted HRALUCP suitable for access on the ALUC web site. All text  
25 and map files will also be provided in their native format (MS Word, ArcView GIS, AutoCAD) on a CD for use by  
26 ALUC staff.

27 *Deliverables*

- 28 • Final HRALUCP (hardcopy and PDF on CD)
- 29 • All Supporting Files (Word, PDF, and other formats on CD)

1 **Element V. Contingency Tasks**

2 This element covers work not anticipated at the outset, but which may become necessary during the course of the  
3 project. Printing costs are also included in this element as the costs will depend upon the document format  
4 decided upon during the study.

5 **Task 14. Potentially Required Tasks**

6 **Task 14.1 Unadopted Master Plan CalTrans Coordination**

7 Assuming that the County adopts the Airport Master Plan in early 2013 as expected, the requirement for Caltrans  
8 Division of Aeronautics authorization to use an Airport Layout Plan as the basis for the HRALUCP will be avoided.  
9 A delay in Master Plan adoption would require added effort to submit documentation to Caltrans staff and seek  
10 their response.

11 **Task 14.2 Update Activity Forecasts and/or Noise Contours**

12 The project scope in Task 5.1 anticipates that the airport activity forecasts and noise contours included in the  
13 Airport Master Plan and EIR will serve the purposes of the HRALUCP. If this assumption proves to not be the  
14 case, then updating the forecasts and preparing new noise contours would be accomplished under this task.

15 **Task 14.3 Greenhouse Gas Analysis**

16 A greenhouse gas analysis is not expected to be essential as part of the CEQA Initial Study because the  
17 HRALUCP will not result in construction that could generate gases. However, if Task 12.2 should deem that this  
18 type of analysis is nevertheless necessary, this contingency task would cover the work.

19 **Task 14.4 Stakeholder Conference Calls**

20 Stakeholder conference calls beyond the two covered under Task 14.2 are included in this task. In-person  
21 meetings requiring special trips also would be contingency tasks.

22 **Task 15. Printing**

23 **Task 15.1 Document Printing**

24 Because of cost variables in document printing between the format choices, all printing costs will be charged  
25 under the contingency task. A PDF version of each document deliverable will also be provided.

26 /////  
27 /////  
28  
29

**APPENDIX B • PROJECT BUDGET**

The CONSULTANT shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this agreement and with the following Project Budget:

<b>BUDGET SUMMARY</b>	<b>Composite Approach (Option A) TOTAL</b>	<b>Layered Approach (Option B) TOTAL</b>
Element I. Project Initiation and Management	\$17,880	\$17,880
Element II. Data Collection and Compilation	\$27,080	\$27,080
Element IIIA. Compatibility Plan Preparation – Format Option A (Composite)	\$24,580	--
Element IIIB. Compatibility Plan Preparation – Format Option B (Layered)	--	\$33,440
Element IV. CEQA Preparation and ALUCP Adoption Process	\$32,760	\$32,760
<b>LUMP SUM TOTAL</b>	<b>\$102,300</b>	<b>\$111,160</b>
Element V. Contingency Tasks	\$10,000	\$10,000
<b>PROJECT TOTAL</b>	<b>\$112,300</b>	<b>\$121,160</b>

\*The costs of the various tasks as set forth in the Project Budget are estimates for budgetary purposes and shall not limit CONSULTANT'S reimbursement as provided by this Agreement. However, in no case shall the total of such reimbursement exceed \$102,300 if Option A is selected during Task 2 or \$111,160 if Option B is selected, except for specifically designated Extra Work up to \$10,000 for a maximum potential reimbursement which shall not exceed \$112,300 or \$121,160 for Options A and B, respectively.

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**APPENDIX C • ARTICLE CI • HOURLY RATES**

Satisfactory performance and completion of the Scope of Services under this Agreement shall be compensated based upon Monthly Progress Billings. COUNTY will reimburse CONSULTANT based solely on CONSULTANT'S labor hours. Said reimbursement shall be set at rates inclusive of any and all CONSULTANT expenses. Accordingly, COUNTY will reimburse CONSULTANT for labor hours at the following inclusive rates:

**Mead & Hunt**

Principal: \$275

Senior Project Planner: \$220

Senior Planner: \$175

Planner II: \$145

Senior Technician: \$175

Senior Editor: \$145

Administrative Assistant: \$90

These rates are in effect for the entire duration of the contract and may not be changed.

**ARTICLE CII • INVOICING**

CONSULTANT shall submit invoices in accordance with ARTICLE VI • COMPENSATION of this Agreement and with the following requirements:

1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by the COUNTY PROJECT MANAGER.
2. CONSULTANT billing must be submitted to the County within fifteen (15) calendar days following each month's end.
3. The invoice will: (a) be consecutively numbered each month with a unique invoice number dedicated to this project; display (b) a list of all employees billing to the project; (c) their hourly rate; (d) subtotals of cost by employee; (e) all other charges identified and subtotaled; and (f) a Total Cost of Services for the identified month.
4. Invoicing for all EXTRA WORK will be billed SEPARATELY, must be accompanied by substantiating CONSULTANT documentation of the work performed, and accompanied by the COUNTY PROJECT MANAGER'S signed authorization letter for the EXTRA WORK.

ARTICLE VII • APPROVALS

COUNTY

By: *John J. Benoit* Dated: MAR 12 2013  
**JOHN J. BENOIT**  
Chairman of the Board of Supervisors

ATTEST:

Print Name: **KECIA HARPER-IHEM**  
Clerk to the Board of Supervisors

By: *Kecia Harper-Ihem* Dated: MAR 12 2013  
Deputy

Approved as to form:

*B. J. ...* 2/25/13  
County Counsel, *Deputy*

CONSULTANT Approvals

CONSULTANT:

*Anthony Tezca* Dated: 2/21/13

NAME (Corporate Officer) **ANTHONY TEZCA**

TITLE **VOCE PRESIDENT**

*Jon J. Fruehen* Dated: 2-22-13

NAME (Corporate Officer) **Jon J. Fruehen**

TITLE **VICE PRESIDENT/SECRETARY**

