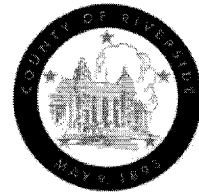


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
3.58
(ID # 4002)**

MEETING DATE:

Tuesday, April 11, 2017

FROM : TRANSPORTATION AND LAND MANAGEMENT AGENCY (TLMA):

SUBJECT: TLMA- Admin: Approve and execute the Personal Service Agreement with Simon Housman, ESQ. Attorney at Law for Director of the Airport Land Use Commission for an annual amount of \$40,000, through June 30, 2019 [All Districts], [\$40,000 Annually]; 100% TLMA Admin Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Personal Service Agreement with Simon Housman, ESQ. as Director of the Airport Land Use Commission for an annual amount of \$40,000, through June 30, 2019 and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: a) sign amendments that do not change the substantive terms of the Agreement; (b) sign amendments to the compensation provisions that do not exceed 10% annually.

ACTION:

Juan C. Pardo, Director of Transportation & Land Management

3/30/2017

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: April 11, 2017
xc: TLMA, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$7,000	\$40,000	\$87,000	\$0
NET COUNTY COST	N/A	N/A	N/A	\$0
SOURCE OF FUNDS: 100% TLMA Admin Funds			Budget Adjustment: No	
			For Fiscal Year: FY 17 FY 19	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

The Airport Land Use Commission (ALUC) is tasked with the compatibility planning and review of proposed development projects that surround our 16 private, public, and military airports throughout Riverside County. Airport Land Use Commissions are required by State Legislation. Their purpose is to protect the public health, safety, and welfare through compatible development with airports, and to minimize the public's exposure to noise and safety hazards. This is achieved through the implementation of policies in Compatibility Plans for each of the airports.

The Transportation and Land Management Agency provides staffing to our ALUC. The role of Director has been filled, on a part time basis along with other duties, by a TLMA manager who is retiring. We currently do not have TLMA staff with the requisite expertise in airport planning, land use regulation, and State legal requirements to serve in the role of Director, which is very critical for the effectiveness of ALUC moving forward. TLMA staff has negotiated a personal service contract with Simon Housman, ESQ. to serve as ALUC Director for a two-year period. Mr. Housman has extensive experience in airport planning, and has served as a member and chairman of ALUC for 13 years. He is a licensed pilot and attorney, and has been involved in the review and adoption of 12 airport plans, including the March Air Reserve Base airport plan.

Impact on Residents and Businesses

ALUC's goal is to work towards having development that is compatible with airport operations for the safety of the community and for the long-term viability of the airport.

SUPPLEMENTAL:

Additional Fiscal Information

TLMA staff has negotiated a favorable contract hourly rate of \$125/hour for Mr. Housman's services. Given the specific expertise required for this assignment, the vast local knowledge and experience that Mr. Houseman brings to the position, and the favorable negotiated hourly rate, it would not be beneficial to embark on a request-for-proposals process. The contract is structured for a not-to-exceed annual amount of \$40,000.

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

Contract History and Price Reasonableness

The proposed agreement will be in effect through June 30, 2019, unless terminated earlier.

ATTACHMENTS:

ATTACHMENT A. Personal Service Agreement

PERSONAL SERVICE AGREEMENT

for

DIRECTOR OF THE AIRPORT LAND USE COMMISSION

between

COUNTY OF RIVERSIDE

and

SIMON HOUSMAN, ESQ.

Attorney at Law



APR 11 2017 3.53

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This Agreement, made and entered into this ____ day of _____, 2017, by and between Simon Housman, Esq. (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through **June 30, 2019**, unless terminated earlier, and may be extended for an additional year by written amendment. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed **\$50,000.00** annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 CONTRACTOR shall assume sole and exclusive responsibility for payment of all applicable local, state and federal income taxes or similar levies as a result of any monies paid CONTRACTOR under this Agreement.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Transportation and Land Management Agency

P.O. Box 1629

Riverside, California 92502-1629

Attention: Director of TLMA

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; Agreement number (insert contract ID#); and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to

be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Disputes

10.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

10.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

11. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

12. Non-Discrimination

CONTRACTOR shall not be 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 and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

13. Confidentiality

13.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

13.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying

number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

14. Administration/Contract Liaison

The Director of the Transportation and Land Management Agency, or his or her designee, shall administer this Agreement on behalf of the COUNTY. The Transportation and Land Management Agency is to serve as the liaison with CONTRACTOR in connection with this Agreement.

15. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Transportation and Land Management Agency
P.O. Box 1629
Riverside, California 92502-1629
Attention: Director of TLMA

CONTRACTOR

Simon Housman
74075 El Paseo, Suite A-15
Palm Desert, California 92260

16. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

17. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also

contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

18. Hold Harmless/Indemnification

As an additional element of compensation to CONTRACTOR under this Agreement, the COUNTY shall indemnify CONTRACTOR as provided below.

18.1 COUNTY shall indemnify and hold harmless CONTRACTOR from and against all loss, cost and expense arising out of the activities, or the performance or nonperformance of CONTRACTOR obligations while CONTRACTOR is performing the services stipulated under this Agreement. The provision of this Article does not apply to any damage or losses caused solely by the intentional wrongful acts of CONTRACTOR. CONTRACTOR shall provide the Contract Administrator with written notice within ten (10) business days of any occurrence of the following:

- A. Any conduct or circumstances which CONTRACTOR should reasonably believe may give rise to a claim being made against CONTRACTOR;
- B. Any claim made against CONTRACTOR;
- C. The receipt of notice from any person of any intention to hold CONTRACTOR responsible for any claim.

CONTRACTOR shall at all times without charge to the COUNTY:

- A. Give to COUNTY or its duly appointed representatives such information, assistance, and signed statements as COUNTY may require;
- B. Assist, without cost to CONTRACTOR, in COUNTY's defense of any claim, including without limitation, cooperating with COUNTY, and upon COUNTY's request, attending hearings and trials, assisting in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suit.

CONTRACTOR shall not, without written consent of COUNTY's duly appointed representative, admit liability for or settle any claim, or incur on behalf of COUNTY any cost or expense in connection with such claim, or give any material or oral or written statements to anyone in connection with admitting or settling such claim.

18.2 The COUNTY is not obligated to indemnify and hold harmless CONTRACTOR for any claim or action against CONTRACTOR committed or alleged to have been committed prior to the operational date or subsequent to the term of this Agreement.

18.3 The indemnification promised hereby shall include all theories of liability against CONTRACTOR regardless of whether said liability is founded on negligence or strict liability or any other rule of law attributing liability to the CONTRACTOR. Such indemnification as is afforded by this Agreement is extended to include CONTRACTOR only while acting within the scope of duty pursuant to the terms of this Agreement and shall not apply to acts or omissions by or at the direction of the CONTRACTOR committed with actual malice. In addition, the indemnification promised hereby shall not include any exemplary or punitive damages levied against CONTRACTOR, any act committed in violation of any laws or ordinances resulting in criminal conviction, services rendered while under the influence of intoxicants or narcotics, or any practice or service not required by the terms of this Agreement.

18.4 In providing for such indemnification, it is not the intent of either party to waive any applicable statutory or other immunity from liability or any claims requirements of the Government code. Such indemnification shall not exceed one million (\$1,000,000) per occurrence or claim for any single act or omission indemnifiable hereunder, which shall occur in any single year of this Agreement. For purposes of this part (Professional Liability Indemnity), a year shall coincide with the COUNTY's Special Liability Insurance Program (SLIP), which is a one year policy and has an anniversary date of September 29.

18.5 COUNTY shall provide the indemnification referred to above through SLIP, which is a program of insurance and not self-insurance. CONTRACTOR shall follow the guidelines and procedures contained in any risk management plan which may be established by COUNTY, upon being informed in writing by COUNTY of such guidelines and procedures.

18.6 As respects to indemnity afforded by this Agreement, COUNTY shall, in the name of and on behalf of CONTRACTOR, diligently investigate and defend any and all claims or suits made or brought against CONTRACTOR, shall retain as legal counsel attorney(s) skilled in investigation, defense, and settlement of claims, and shall pay all costs and expenses incurred in any such investigation and defense, including, but not limited to, attorneys' fees, expert witness fees, and court costs. A Third Party Administrator (TPA) may be used by the COUNTY in handling any claim under SLIP against CONTRACTOR. In addition to and not inconsistent with any other provision of this Part (Professional Liability Indemnity) CONTRACTOR may, at his option and sole expense, participate in the investigation, settlement or defense of any claim or suit against CONTRACTOR.

18.7 If COUNTY becomes liable for any payment under this section (Hold Harmless/Indemnification), COUNTY shall subrogate to the extent of such payment, to all the rights and remedies of CONTRACTOR against any party in respect of such loss and shall be entitled to its own

expense to sue in the name of CONTRACTOR. The CONTRACTOR shall give to COUNTY all such assistance as COUNTY may require in securing its rights and remedies and, at COUNTY's request, shall execute all documents necessary to enable COUNTY effectively to bring suit in the name of the CONTRACTOR.

19. Insurance

19.1 COUNTY agrees to add CONTRACTOR as an Additional Named Insured under SLIP, a program of insurance, for the following lines of coverage as described in this section while the CONTRACTOR is performing the services stipulated under this Agreement.

A. General Liability Insurance and Auto Liability coverage for non-owned and hired vehicles.

20. General

20.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

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

20.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

20.4 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

20.5 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

20.6 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

20.7 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. 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.

20.8 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: [Signature]
John F. Tavaglione, Chairman
Board of Supervisors

Dated: APR 11 2017

CONTRACTOR

By: [Signature]
Simon Housman, Esq.

Dated: 21 March 2017

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Raymond M. Mistica
Deputy County Counsel

**Exhibit A
Scope of Services**

Director of the Airport Land Use Commission

A. Duties and Responsibilities of the Contractor

As the Director of the Airport Land Use Commission, CONTRACTOR shall perform the following specific functions:

Job Description of the Airport Land Use Commission (ALUC) Director

The ALUC Director will lead a dedicated staff in the support of the appointed seven (7) member Airport Land Use Commission (ALUC). This is an independent unit reporting to the Caltrans State Aeronautics Division but staffed by County Employees. It is regulated by the Public Utilities Code (PUC) sections 21670 thru 21679.5.

Among the prevalent job duties, the Director will frequently meet w/State and Local officials; including County Supervisors and or their Aides, City Councilmen, Planning & Community Development Directors, the March Air Force Base Commander and or his staff; the March ARB Joint Powers Authority, Airport Owners and Operators, as well as a multitude of project applicants; the latter to process development applications within Airport Influence Areas (AIAs) and insure compatible Land Use Planning and growth around the fourteen (14) public permitted airports in Riverside County.

The Director is responsible for the unit's budget and overall financial position. The Director will direct the production of Quarterly Financial Reports to the County Executive Office depicting the organization annual status; direct the writing of Form 11s on issues or contracts for review and approval by the Board; be responsible for all Contract documents that the unit may enter into with consultants and the State of California. The Director will also, in addition, conduct an annual review of the organization's Fee Structure, and make sure that it is sufficient to cover the organization's annual obligations.

The Director will supervise staff in the preparation of Monthly Staff Reports and a Commission Agenda, in order to conduct the monthly ALUC hearing schedule. This Commission is subject to Brown Act requirements and retains its own legal Counsel. They will review and comment on staff reports and sign off on both reports and Agenda prior to the ten (10) day advance publication requirement.

The Director will lead staff in the preparation of new or revised Airport Land Use Compatibility Plans (ALUCP) for each public use airport. This is a State of California requirement and an advanced planning function.

The Director will conduct the ALUC Commission in a public hearing once each month on the 2nd Thursday morning thereof; and may call Special meetings of the Commission from time to time in order to accommodate State or Local special requests.

**Exhibit B
Payment Provisions**

Director of the Airport Land Use Commission

CONTRACTOR shall be entitled to receive payment for services rendered as follows:

A. Compensation

CONTRACTOR shall be compensated at a rate of \$125 per hour for the 2-year term of the Agreement, and the annual compensation shall not exceed \$50,000. The rate for any additional year added to the Agreement by amendment will be negotiated.

B. General Travel and Other Actual and Necessary Expenses

Expenses relating to travel, meals, lodging, and other actual and necessary expenses incurred by CONTRACTOR are subject to COUNTY's policies and procedures. Those expenses so authorized and reasonably related to the performance of duties as set forth in this Agreement shall be reimbursed by COUNTY upon presentation of all supporting documentation in accordance with COUNTY's policies and procedures. Any and all authorized expenses incurred by CONTRACTOR will be counted against the \$50,000 annual cap in compensation.