

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



**ITEM
3.27
(ID # 9687)**

MEETING DATE:

Tuesday, June 18, 2019

FROM : TRANSPORTATION AND LAND MANAGEMENT AGENCY (TLMA):

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY (TLMA): Approve Amendment No. 1 to the Agreement for an Airport Land Use Commission Director for fiscal years 19/20 through 21/22, All Districts. [Total Cost \$162,323 - 100% TLMA Admin Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 1 to the Professional Services Agreement for Director of the Airport Land Use Commission with Simon Houseman, ESQ Attorney at Law for a total aggregate amount of \$162,323 for three years through June 30, 2022 and authorize the Chairman of the Board to sign the Amendment on behalf of the County;
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 sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) annually; and
3. Direct the Clerk of the Board to retain one (1) copy of the Amendment and return two (2) copies of the Amendment to the Transportation and Land Management Agency for distribution.

ACTION:Policy

Juan C. Perez, Director of Transportation & Land Management 6/12/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 18, 2019
xc: TLMA, Purchasing

Kecia Harper
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	\$0	\$52,000	\$162,323	N/A
NET COUNTY COST	N/A	N/A	N/A	N/A
SOURCE OF FUNDS: 100% TLMA Admin Funds			Budget Adjustment: No	
			For Fiscal Year: 19/20 – 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Airport Land Use Commissions are required by State Legislation. Our Riverside County Airport Land Use Commission (ALUC) provides a critically important function to review development proposals for compatibility with our 16 public, private, and military airports in order to ensure that, as their mission statement reflects, “people are protected from airports, and airports are protected from people”.

In April 2017, the Transportation and Land Management Agency (TLMA) issued a two year sole source to Mr. Simon Housman to serve as a Director of ALUC. Mr. Housman has extensive expertise in airport planning, land use regulations and State legal requirements, which is very critical for the effectiveness of ALUC. Mr. Housman has also served as a member and chairman of ALUC for 13 years prior to this assignment. He is an attorney, with extensive experience in real estate, land use, and CEQA law; a licensed pilot and member of the United States Airforce Auxiliary; and has been involved in the review and adoption of 12 airport plans, including the March Air Reserve Base airport plan. Mr. Housman is uniquely qualified for this role.

Impact on Residents and Businesses

ALUC’s goal 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.

Additional Fiscal Information

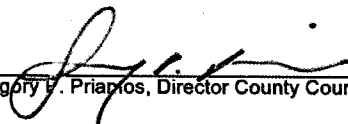
TLMA would like to extend Mr. Housman’s contract from July 1, 2019 through June 30, 2022. The contract is negotiated at 4% increase over three years, for a not-to-exceed annual amount of \$52,000 for FY 19/20, \$54,080 for FY 20/21 and \$56,243 for FY 21/22.

Contract History and Price Reasonableness

On April 11, 2017 the Board of Supervisors approved an agreement with Simon Houseman, ESQ to assume the role and responsibilities as the Director of ALUC for the County of Riverside given his specific expertise in airport planning. The hourly billing rates proposed are comparable with other contract planning rates, and well below industry rates for law practitioners.

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

**ATTACHMENT A. Amendment No. 1 to the Professional Services Agreement with
Simon Housman, Esq. AATF**



Gregory V. Priapros, Director County Counsel 6/12/2019

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT
WITH
SIMON HOUSMAN, ESQ

Original Contract Term:	April 11, 2017 through June 30, 2019
Contract Term Amended To:	June 30, 2022
Effective Date of Amendment:	July 1, 2019
Original Annual Maximum Contract Amount:	\$50,000
Amended Annual Maximum Contract Amount:	\$56,243
Contract ID:	TLARC-91800-009-06/19

This AMENDMENT NO. 1 (the "First Amendment") TO THE PROFESSIONAL SERVICE AGREEMENT ("First Amendment"), dated as of April 11, 2017, is entered into by and between the County of Riverside ("COUNTY"), a political subdivision of the State of California, and Simon Housman ESQ ("CONTRACTOR"), a California Sole Proprietorship, sometimes collectively referred to as the "Parties".

RECITALS

WHEREAS, the County of Riverside ("COUNTY") entered into that certain Professional Service Agreement as Director of the Airport Land Use Commission ("Original Agreement"), dated April 11, 2017, with Simon Housman, ESQ ("CONTRACTOR");

WHEREAS, the parties now desire to amend the Original Agreement to extend the period of performance.

WHEREAS, CONTRACTOR has requested and COUNTY has agreed to a 4.0% rate increase annually through June 30, 2022.

WHEREAS, the parties now desire to amend the Agreement to replace Section 3 ("Compensation") sub-section 3.1 of the Original Agreement.

WHEREAS, the parties now desire to amend the Agreement to replace Exhibit B, ("Payment Provisions") with the attached Exhibit B-1 ("Payment Provisions").

WHEREAS, the parties now desire to amend Section 5 ("Termination"), sub-section 5.1 of the Agreement.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. Section 2 ("Period of Performance"). Sub-Section 2.1 of the Agreement is hereby amended with the following: This Agreement shall be effective upon signature of this Amendment by both parties and continues in effect through June 30, 2022, unless terminated earlier in accordance with the terms of the Agreement.
3. Section 3 ("Compensation"), Sub-Section 3.1, of the Agreement is hereby deleted in its entirety and replaced with the following: "The COUNTY shall pay the CONTRACTOR for services performed, products provided and expense incurred in accordance with the terms of Exhibit B-1, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$52,000 for FY 19/20, \$54,080 for FY 20/21 and \$56,243 for FY 21/22 including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT
WITH
SIMON HOUSMAN, ESQ

shall have not obligation to purchase any specified amount of services or products, unless otherwise specifically stated in Exhibit B-1, COUNTY shall not be responsible for payment of any of CONTRACTOR's expense related to this agreement.

4. Exhibit B of the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit B-1.
5. Section 5 ("Termination"). Sub-Section 5.1 of the Agreement is hereby amended with the following: Either Party may terminate this Agreement without cause upon 30 days written notice served upon the other stating the extent and effective date of termination.
6. The effective date of this amendment shall be upon signature of this Amendment by both parties.
7. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

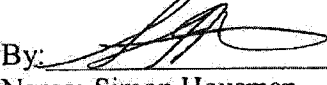
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this First Amendment.

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

By: 
Kevin Jeffries, Chairman
Board of Supervisors

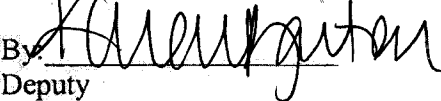
Dated: 6/18/19

Simon Housman ESQ
a California Sole Proprietorship

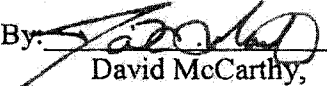
By: 
Name: Simon Housman
Title: Attorney at Law

Dated: 6 May 2019

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
David McCarthy,
Deputy County Counsel

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT
WITH
SIMON HOUSMAN, ESQ

Exhibit B-1

PAYMENT PROVISIONS

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

A. COMPENSATION

CONTRACTOR shall be compensated at a rate of \$130.00 per hour for FY 19/20, \$135.20 per hour for FY 20/21, and \$140.61 per hour for FY 21/22.

The annual compensation shall not exceed \$52,000 for FY 19/20, \$54,080 for FY 20/21 and \$56,243 for FY 21/22.

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 annual cap in compensation.