

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



ITEM: 3.25  
(ID # 14614)

MEETING DATE:  
Tuesday, March 09, 2021

**FROM:** TRANSPORTATION AND LAND MANAGEMENT AGENCY (TLMA):

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY (TLMA): Approve transitioning the Personal Service Agreement between the County of Riverside and Simon Housman, Esq. from Director of the ALUC to Grant and Project Management Oversight related to the March Air Base Reserve Compatible Use Study from March 11, 2021 through December 31, 2022; Districts 1 and 5. [\$150,000 Total Aggregate Cost, Up to \$22,500 in Additional Contingency Compensation – 100% Grant Revenue]

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

1. **Approve** the Personal Service Agreement between the County of Riverside and Simon Housman, Esq. for Grant and Project Management Oversight related to the March Air Base Reserve Compatible Use Study from March 11, 2021 through December 31, 2022 with compensation not to exceed \$150,000.00 in total;
2. **Authorize** the Chairwoman of the Board to sign the aforementioned agreement on behalf of the County;
3. **Authorize** the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of grant funding and as approved by County Counsel to: (a) sign amendments that exercise the options of each of the foregoing agreement, including modifications of the scope of services that stay within the intent of said agreement; and (c) sign amendments to the compensation provisions that do not exceed 10% of the total cost of the agreement; and
4. **Approve** and direct the Auditor-Controller to make the budget adjustment as shown on Attachment A.

**ACTION: Policy, 4/5 Vote Required**

Charissa Leach, Interim TLMA Director

2/19/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Washington 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: March 9, 2021  
xc: TLMA, Auditor

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$50,000	\$75,000	\$150,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% Grant Revenue			<b>Budget Adjustment:</b> Yes	
			<b>For Fiscal Year:</b> 20/21 – 22/23	

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

**BACKGROUND:**

**Summary**

In June 2020, the Department of Defense, Office of Economic Assistance approved a grant application from the County of Riverside for financial assistance with preparation of a joint land use study (hereinafter referred to as the “Grant”), now titled Compatible Use Study (CUS), for the March Air Reserve Base (“March ARB”). The Grant includes \$567,000.00 in Federal Funds and \$63,000.00 in Local Contributions for a total amount of \$630,000.00. The Local Match of \$63,000.00 is intended to be shared equally by the five stakeholders, County of Riverside, March Joint Powers Authority, City of Moreno Valley, City of Perris and City of Riverside. The Riverside County portion of the Local Match was \$5,000.00 cash and \$7,600.00 in kind for a total value of \$12,600.00. A special ALUC March CUS project number was created by ALUC to keep track of the Federal Funds, Local Contributions and future expenditures on the March CUS project.

On August 4, 2020, the County Board of Supervisors approved Resolution No. 2020-187 authorizing the application for, and acceptance of, the Grant from the Department of Defense, Office of Economic Assistance (“OEA”) to conduct and prepare a CUS for March ARB (“the Project”).

As the designated Project Director for the March ARB CUS, Housman would be responsible for overseeing the Project and Grant management activities described in the Notice of Award by the OEA, which includes engaging in team- and relationship-building among the key stakeholders, including March ARB; facilitating adoption of the CUS by the key stakeholders; managing and completing the required Project goals, objectives and tasks specified in the Application for Federal Assistance SF-424 form for the Project; managing the Project to timely meet, complete, and satisfy all required Grant deliverables; obtaining any necessary or applicable Grantor/OEA approvals for the Project; and managing and overseeing the utilization and expenditure of OEA Grant funds and the local contributions of the stakeholders to the Project.

These duties as the Project Director are considered work not included in Housman’s current Personal Services Agreement as Director of the Riverside County Airport Land Use Commission. Therefore, it is necessary for the County to end the current agreement, replace

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

Housman as the ALUC Director, and enter into a new Personal Services Agreement with Housman to serve as the Project Director for the March ARB CUS. The cost of the services to be provided under the Personal Services Agreement for Grant and Project Management Oversight related to the March Air Reserve Base Compatible Use Study is to be paid by the Grant funds.

**Impact on Residents and Businesses**

There is no impact on residents and businesses as the cost for the Personal Services Agreement are to be paid by Grant funds related to the Project.

The Project does provide an economic benefit from the continuing operation of March Air Reserve Base, which is a vital component of the regional economy. A study of "MARCH AIR RESERVE BASE ECONOMIC IMPACTS ANALYSIS" was commissioned by the Riverside County Economic Development Agency. (Rose Institute of State and Local Government, Claremont McKenna College, January 14, 2016). It concluded that **the "Total annual economic impact on the Inland Southern California region (Riverside and San Bernardino counties) is estimated to be \$579 Million."** Annual payroll to civilians and military personnel by units examined was \$267M.

There is a demonstrated need for the Cities of Moreno Valley, Riverside, Perris and the County of Riverside to work cooperatively to protect the public health, safety and welfare through participation in the CUS (formerly Joint Land Use Study). The CUS will identify appropriate measures to prevent the encroachment of civilian communities from impairing operational utility of military installations. The stakeholders will cooperatively reduce March ARB vulnerability to a future BRAC process which could eliminate a major employer in the region.

**Additional Fiscal Information**

A budget adjustment will be necessary to increase Appropriation for the Professional Services account and increase from Grant revenues. Subsequent FY costs will be adjusted based on future approved budgets.

The County's monetary funding contribution to the March ARB CUS would be limited to \$5,000.00 previously approved in Resolution 2020-187. The compensation may be increased by additional amounts as may become available by amendment to the Grant for the Project. The on-call services will be funded 100% by grant reimbursement. No dollar amount of work is guaranteed. The basis of work will be "as needed" for the March Air Base Reserve Compatible Use Study (CUS). The current fiscal year has an estimated cost of \$50,000 with the remaining cost of \$75,000 to be realized in fiscal year 21/22 and \$25,000 in fiscal year 22/23 with the total contract aggregate value for the fiscal year terms 20/21 through 22/23 is \$150,000.

**Contract History and Price Reasonableness**

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

The compensation rate provided in the Personal Services Agreement is below the normal rates provided by similar attorneys or consultants in the region. Additionally, Mr. Housman's particular knowledge of the Riverside County Airport Land Use Commission, the March ARB Air Installation Compatibility Use Plan, and the issues in and around the March ARB make him best suited to serve as the Project Director.

**ATTACHMENTS**

**ATTACHMENT A. PSA for Simon Housman**

**ATTACHMENT B. Budget Adjustment**

**ATTACHMENT C. Sole Source Request**



Jason Farin, Principal Management Analyst

3/4/2021



Gregory V. Priamos, Director County Counsel

3/3/2021

**PERSONAL SERVICE AGREEMENT**

**for**

**GRANT AND PROJECT MANAGEMENT OVERSIGHT RELATED TO  
THE MARCH AIR RESERVE BASE COMPATIBLE USE STUDY**

**between**

**COUNTY OF RIVERSIDE**

**and**

**SIMON HOUSMAN, ESQ.**

**Attorney at Law**



**TABLE OF CONTENTS**

<b><u>SECTION HEADING</u></b>	<b><u>PAGE NUMBER</u></b>
1. Description of Services.....	3
2. Period of Performance .....	3
3. Compensation .....	3
4. Alteration or Changes to the Agreement .....	4
5. Termination.....	5
6. Ownership/Use of Contract Materials and Products .....	6
7. Conduct of Contractor .....	6
8. Inspection of Service: Quality Control/Assurance .....	6
9. Independent Contractor/Employment Eligibility.....	7
10. Disputes .....	7
11. Licensing and Permits .....	8
12. Non-Discrimination .....	8
13. Records and Documents .....	8
14. Confidentiality .....	8
15. Administration/Contract Liaison .....	9
16. Notices.....	9
17. Force Majeure.....	9
18. EDD Reporting Requirements.....	10
19. Hold Harmless/Indemnification.....	10
20. Insurance .....	12
21. General .....	12
Exhibit A-Scope of Services.....	15
Exhibit B- Payment Provisions.....	16

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, 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 he 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 that he is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees he 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 as of **March 11, 2021** and continues in effect through **December 31, 2022**, unless terminated earlier, and may be extended for an additional year by written amendment. CONTRACTOR shall commence performance upon the effective date of this Agreement 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 one hundred fifty thousand dollars (\$150,000.00) in total including all expenses unless adjusted in accordance with Exhibit B. 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 to 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 TLARC-96156-00001-12/22; 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 and 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 or she 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** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR

Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 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 (including its employees, agents, and subcontractors) 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. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. 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. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**14. Confidentiality**

**14.1** 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.

14.2 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.

15. **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.

16. **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  
P.O. Box 459  
Palm Desert, California 92261-0459  
with copy by email to Simon@SAH.law

17. **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, pandemics or other similar acts, such party shall not be held liable for such failure to comply.

**18. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, 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](http://www.edd.ca.gov).

**19. Hold Harmless/Indemnification**

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

**19.1** 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.

**19.2** 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.

**19.3** 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.

**19.4** 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 dollars (\$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.

**19.5** 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.

19.6 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.

19.7 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.

## 20. Insurance

20.1 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.

## 21. General

21.1 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.

21.2 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.

21.3 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.

**21.4** 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.

**21.5** 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.

**21.6** 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).

**21.7** 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.

21.8 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; and also supersedes CONTRACTOR's Personal Service Agreement for Director of the Airport Land Use Commission between CONTRACTOR and COUNTY. CONTRACTOR's Personal Service Agreement for Director of the Airport Land Use Commission, with an effective date of April 11, 2017, is intended to be terminated upon the full execution of this Agreement. 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: Karen S. Spiegel  
Karen Spiegel, Chair  
Board of Supervisors

Dated: MAR 09 2021

SIMON HOUSMAN, ESQ.

By: [Signature]  
Simon Housman, Esq.

Dated: 3-3-21

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: [Signature]  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: Raymond M. Mistica  
Raymond M. Mistica  
Deputy County Counsel

**Exhibit A  
Scope of Services**

**Grant and Project Management Oversight Related to  
The March Air Reserve Base Compatible Use Study**

**A. Duties and Responsibilities of the Contractor**

As the designated Project Director for the March Air Reserve Base Compatible Use Study Update (“the Project”), CONTRACTOR shall perform the following specific functions:

1. Serve as the Project Director for the Project.
2. Oversee the Project and Grant management activities. (The “Grant” shall be referred to as that Grant Agreement identified in the Notice of Award by the Office of Economic Adjustment (OEA) with an award date of June 11, 2020 and OEA award number of EN1196-20-01.)
3. Engage in team- and relationship-building among the key stakeholders (i.e., March Air Reserve Base (March ARB), March Joint Powers Authority (March JPA), and the surrounding jurisdictions).
4. Facilitate adoption of the Compatible Use Study by the key stakeholders.
5. Manage and complete the Project goals, objectives and tasks specified in the Application for Federal Assistance SF-424 form for the Project.
6. Manage the Project to timely meet, complete, and satisfy all required Grant deliverables, including, but not limited to the March ARB Compatible Use Study Update, Study brochure, and March ARB and Area of Interest Geospatial Data.
7. Satisfy and fulfill all applicable Grant requirements by the Office of Economic Adjustment (OEA) for the Project, including the terms and conditions contained in the Notice of Award and the General and Specific Terms and Conditions for the Project.
8. Obtain any necessary or applicable Grantor/OEA approvals for the Project.
9. Manage and oversee the utilization and expenditure of OEA Grant funds for the Project.
10. Manage and oversee the local contributions of the stakeholders to the Project.
11. Consult from time to time, as needed, with the Riverside County Airport Land Use Commission on other matters. Grant Funds will not be utilized for this task.

**Exhibit B  
Payment Provisions**

**Grant and Project Management Oversight Related to  
The March Air Reserve Base Compatible Use Study**

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

**A. Compensation**

CONTRACTOR shall be compensated at a rate of \$135.20 per hour for FY 20/21 and \$140.61 for FY 21/22 and FY 22/23, and the total compensation shall not exceed one hundred fifty thousand dollars (\$150,000.00), which is inclusive of all expenses and up to twenty two thousand five hundred \$22,500.00 in additional compensation. The total compensation may be increased by any additional amounts as may become available by amendment to the Grant for the Project. The rate for any additional year added to the Agreement by amendment will be negotiated and subject to available funding for the March Air Reserve Base Compatible Use Study.

**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 and the Grant requirements for the Project. Those expenses so authorized by the COUNTY's policies and the Grant for the Project 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, including any and all authorized expenses but not reimbursable from the Grant, will be counted against the not to exceed total compensation amount specified above.

**Attachment B – Budget Adjustment  
FY 20/21  
TLMA - AIRPORT LAND USE COMMISSION**

**Increase Estimated Revenue:**

22650-3130800000-755680	CA- Other Operating Grants	\$50,000
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**Increase Appropriation:**

22650-3130800000-525440	Professional Services	\$50,000
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Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued \$5,000 or more must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding \$50,000 require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than \$50,000 require additional Board of Supervisors approval.

**Supplier Details**

**Vendor** Simon A Housman Esq  
**Fulfillment Address** Sole-Svcs/Legal ACHAcct#\*3816:  
 (preferred)  
 74-075 El Paseo Ste A-15  
 Palm Desert, CA 92260 US  
**Vendor Phone** +1 760-328-7995

**Distribution**

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information.

Email (HTML Body) rivcoprosupport@riverside.gov

Contract

**Background Information**

**Please indicate if this is a single or sole source below**

Single Source

**Have you previously requested and received approval for a sole/single source request for this vendor for your department?**

No

**If selected "yes", please provide the approved SSJ# below**

SSJ#

**If selected "yes", was the request approved for a different project?**

**Purchase Details**

**1. Supply/Service being requested:**

Simon Housman, ESQ, who is currently the Riverside County Airport Land Use Commission Director will be replaced in his Director duties and as the Grant Project Manager, Housman will provide Grant and Project Management Oversight related to the March ARB Compatible Use Study (March CUS).

**2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**

As the Director of the Riverside County ALUC, Housman established essential relationships, gained valuable experience, insight and historical knowledge related to the March ARB. This experience, together with his legal background, provide unique skills to coordinate with and oversee the Study and resolutions for the key stakeholders of the project, the March Air Reserve Base Command, the March Joint Powers Authority (JPA), the cities of Riverside, Moreno Valley and Perris, and the County of Riverside. As the designated Project Director for the March CUS, Housman will be responsible for overseeing the Project and Grant management activities described in the Notice of Award by the OEA, which includes engaging in team- and

**Current Year Cost**

**6. Identify all costs for this requested purchase.**

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

**Describe** all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

Grant and Project Management Oversight related to the March ARB Compatible Use Study (March CUS)

FY 20/21 \$50,000  
 FY 21/22 \$75,000  
 FY 22/23 \$25,000

