

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

120



FROM: Fire Dept.

SUBMITTAL DATE:
November 4, 2009


SUBJECT: APPROVE THE AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT CFPBB-1-04 WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., (ESRI) IN SUPPORT OF RIVERSIDE COUNTY MOUNTAIN AREA SAFETY TASKFORCE (MAST)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the increase of contract amount of the one-year (1) professional service agreement with ESRI from \$50,000 to \$100,000 annually and increase the budgeted hours of 104 hours to 460 hours, without seeking competitive bids, which contains an option to renew the agreement for two additional one-year periods, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments to the compensation provision that do not exceed the annual CPI rates, and;
3. Direct the Clerk of the Board to return 3 original signed agreements to the Purchasing and Fleet Services Department.

BACKGROUND: Since 2004, ESRI has provided proprietary Geographical Information System (GIS) software that supports the Riverside MAST project for County Fire. ESRI has produced tree mortality assessments, fuels treatment mapping, MAST Evacuation and Pre-Fire Plan maps, provided the San Jacinto Mountains CWPP, ESRI is currently developing a GIS-based tree mortality and grant tracking

(Continued on Page 2)



JOHN R. HAWKINS, County Fire Chief

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 100,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 09/10

SOURCE OF FUNDS: 100% Federal Grants	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE


BY: 
Robert Tremaine


County Executive Office Signature

Prev. Agn. Ref.: _____ **District:** _____ **Agenda Number:** _____

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.19

FORM APPROVED COUNTY COUNSEL
BY:  DATE _____
NEAL R. KIPNIS
Departmental Concurrence

Purchasing: 
Mark Geiler, Assistant Director

Dept't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

BOARD OF SUPERVISORS

FORM 11: APPROVE THE AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT CFPBB-1-04 WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., (ESRI) IN SUPPORT OF RIVERSIDE COUNTY MOUNTAIN AREA SAFETY TASKFORCE (MAST)

PAGE 2

BACKGROUND (Continued)

Program, and will host the MAST website. The contract is funded by the 2004 \$4,975,000 State Fire Assistance (SFA) bark beetle emergency grant, the 2008 Wildland Fires Hazardous Fuels-State Fire Assistance (WFHF-SFA) \$2,500,000 fuels treatment grant, and the 2009 American Recovery and Reinvestment Act (ARRA) \$6,000,000 fuels treatment grant. The budgets for each of these grants includes money approved by the granting agency for contracting GIS services with ESRI.

ESRI Services Include:

- Creating map products that depict the vegetation mortality status, fuel reduction activities, and tree cutting prioritizations.
- Developing other map products for the Mountain Area Safety Taskforce (MAST) upon request, including the Pre-Fire and evacuation Plan.
- Hosting the MAST public website.
- Participating in monthly MAST meetings.
- Provide GIS training as required to County Fire staff.
- Develop a mobile GIS-based Tree Mortality and Grant-tracking database system for County Fire to replace inadequate, access-based database system.

FINANCIAL INFORMATION

There is no financial impact to the County. This is 100% federal funding with no match required by the 2004 SFA grant or 2009 ARRA grant. The 10% match requirement for the 2008 WFHF-SFA grant will be met with department soft match. Federal Grants totaling \$137,400 are derived from: \$48,000 2004 SFA grant, \$80,000 2008 SFA grant, \$9,000 ARRA grant. The products and services are proprietary to ESRI and not available through third party vendors.

PRICE REASONABLENESS: ESRI is giving the County a 20% government discount off list pricing and has maintained their proposed rates from 2004.

REVIEW/APPROVAL: Purchasing concurs with this request and County Counsel approves Amendment 5 as to form.

Personal Service Agreement
CFPBB-1-05
Environmental Systems Research Institute, Inc. - Amendment 5

1 This Agreement, made and entered into July 1, 2004, between Environmental Systems Research Institute, Inc.
2 (herein referred to as "Contractor"), and the County of Riverside on behalf of the Riverside County Fire
3 Department, a political subdivision of the State of California, (herein referred to as "Client" or "CFD"), as
4 amended, is hereby amended, effective November 3, 2009, and is amended to read as follows:
5

- 6 1. Amendment 4, Item 1: Under this item, "Exhibit 1 to this amendment" is replaced with "the Exhibit A-Revised
7 Pricing attached to this amendment".
- 8 2. Amendment 4, Item 2: This item is deleted in its entirety and replaced with the following:
9 Add the following to Subsection A of Section II (on page 1) of the base agreement: "Total payment for
10 Amendment Nos. 4 and 5 shall not exceed one hundred thousand dollars (\$100,000)."
- 11 3. Amendment 4, Exhibit 1-Scope of Work: In the first sentence, "104 hours" is deleted and replaced with "460
12 hours of".
- 13 4. Amendment 4, Exhibit 2-Pricing: This exhibit is deleted in its entirety and replaced with Exhibit A-Revised
14 Pricing to this amendment.

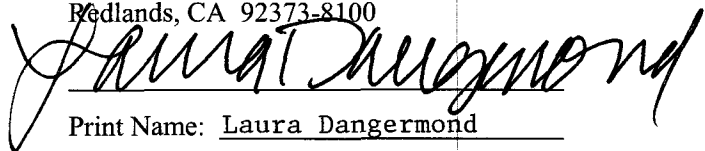
15
16
17 All other terms and conditions remain unchanged.

18
19 IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this
20 Agreement.
21

22
23
24 **COUNTY OF RIVERSIDE**
25 Purchasing & Fleet Services
26 2980 Washington Street
27 Riverside, CA 92504
28
29

CONTRACTOR
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100

30 Print Name: _____
31 Title: _____
32 Date: _____


Print Name: Laura Dangermond
Title: Vice President
Date: 18 November 2009

FORM APPROVED COUNTY COUNSEL
BY:  NEAL R. KIPNIS DATE _____

Exhibit A
CFPBB-1-05, Amendment 5

Revised Pricing

Table 1 below is a price estimate for the Scope of Work specified in Exhibit 1 of Amendment No. 4 for the period of 7/1/2009 to 6/30/2010. Option 1 and 2 price tables below are provided for subsequent years for Client's convenience. Services for optional years can be provided by ESRI via a mutually agreed upon amendment to the Agreement.

SIN 132-51 Services
Custom Quotation for Work Performed at ESRI Facilities

TABLE 1: 7/1/2009 to 6/30/2010

GSA No.	Cost Description	2009 Rate	2010 Rate	2009 Est. Hrs.	2010 Est. Hrs.	Total Est. Hrs.	2009 Labor \$	2010 Labor \$	Total Price
TME202	Principal/GIS Consultant/Prog. Manager (M3)	\$ 309.20	\$ 324.66						
TME206	Sr. GIS Consultant/Project Manager (M2)	\$ 230.64	\$ 242.18	159	36	195	\$36,671.76	\$8,718.48	\$45,390.24
TME211	GIS Consultant/Project Manager (M1)	\$ 168.06	\$ 176.46	29	20	49	\$4,873.74	\$3,529.20	\$8,402.94
TME216	Sr. GIS System/Software Architect (S3)	\$ 240.88	\$ 252.93	84	20	104	\$20,233.92	\$5,058.60	\$25,292.52
TME221	GIS System/Software Developer (S2)	\$ 172.48	\$ 181.10						
TME226	GIS Technical Specialist/Engineer (S1)	\$ 131.02	\$ 137.57	25	87	112	\$3,275.50	\$11,968.59	\$15,244.09
TME231	GIS Database Specialist/Analyst (DB)	\$ 108.42	\$ 113.84						
TME236	GIS Data Processor (DP)	\$ 81.24	\$ 85.31						
	Labor Subtotal			297	163	460	\$65,054.92	\$29,274.87	\$94,329.79
	Training								\$5,635.00
	Total Price (Not-To-Exceed)								\$99,964.79

TABLE 2: Option for 7/1/2010 to 6/30/2011

GSA No.	Cost Description	2010 Rate	2011 Rate	2010 Est. Hrs.	2011 Est. Hrs.	Total Est. Hrs.	2010 Labor \$	2011 Labor \$	Total Price
TME202	Principal/GIS Consultant/Prog. Manager (M3)	\$ 324.66	\$ 340.90						
TME206	Sr. GIS Consultant/Project Manager (M2)	\$ 242.18	\$ 254.28	123	60	183	\$29,788.14	\$15,256.80	\$45,044.94
TME211	GIS Consultant/Project Manager (M1)	\$ 176.46	\$ 185.28	14	34	48	\$2,470.44	\$6,299.52	\$8,769.96
TME216	Sr. GIS System/Software Architect (S3)	\$ 252.93	\$ 265.57	40	24	64	\$10,117.20	\$6,373.68	\$16,490.88
TME221	GIS System/Software Developer (S2)	\$ 181.10	\$ 190.16						
TME226	GIS Technical Specialist/Engineer (S1)	\$ 137.57	\$ 144.46	78	92	170	\$10,730.46	\$13,290.32	\$24,020.78
TME231	GIS Database Specialist/Analyst (DB)	\$ 113.84	\$ 119.54						
TME236	GIS Data Processor (DP)	\$ 85.31	\$ 89.58						
	Labor Subtotal			255	210	465	\$53,106.24	\$41,220.32	\$94,326.56
	Training								\$5,635.00
	Total Price (Not-To-Exceed)								\$99,961.56

1 **TABLE 3: Option for 7/1/2011 to 6/30/2012**

GSA No.	Cost Description	2011 Rate	2012 Rate	2011 Est. Hrs.	2012 Est. Hrs.	Total Est. Hrs.	2011 Labor \$	2012 Labor \$	Total Price
TME202	Principal/GIS Consultant/Prog. Manager (M3)	\$ 340.90	\$ 357.93						
TME206	Sr. GIS Consultant/Project Manager (M2)	\$ 254.28	\$ 267.00	110	60	170	\$27,970.80	\$16,020.00	\$43,990.80
TME211	GIS Consultant/Project Manager (M1)	\$ 185.28	\$ 194.55	13	33	46	\$2,408.64	\$6,420.15	\$8,828.79
TME216	Sr. GIS System/Software Architect (S3)	\$ 265.57	\$ 278.85	40	24	64	\$10,622.80	\$6,692.40	\$17,315.20
TME221	GIS System/Software Developer (S2)	\$ 190.16	\$ 199.66						
TME226	GIS Technical Specialist/Engineer (S1)	\$ 144.46	\$ 151.68	71	92	163	\$10,256.66	\$13,954.56	\$24,211.22
TME231	GIS Database Specialist/Analyst (DB)	\$ 119.54	\$ 125.51						
TME236	GIS Data Processor (DP)	\$ 89.58	\$ 94.06						
Labor Subtotal				234	209	443	\$51,258.90	\$43,087.11	\$94,346.01
Training									\$5,635.00
Total Price (Not-To-Exceed)									\$99,981.01

2
3 Time and materials work will be conducted under the following conditions:

- 4
5 1) In the event ESRI accomplishes the work for less than the NTE budget, Client will only be invoiced for
6 actual hours expended plus other burdened direct costs.
7 2) In the event ESRI reaches the NTE budget limit and all project work is not completed, Client will have the
8 option to either (a) increase the budget in order to allow the work to continue; or (b) instruct ESRI to stop
9 work. If Client chooses to stop work, ESRI will do so without liability.

10
11 All work will be accomplished in accordance with a user-defined agenda with the deliverable being consulting
12 time. ESRI reserves the right to re-allocate the funds between activities, labor categories or travel in order to
13 facilitate completion of the work, as long as the NTE price is not exceeded.