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

FROM: Economic Development Agency and Riverside County Information Technology

SUBMITTAL DATE:
December 30, 2010

SUBJECT: FY 2010/11 Personal Service Agreement for Site Leasing and Maintenance / Project Management Services

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute the Personal Service Agreement with GRD, Inc., allowing spending for an amount not-to-exceed \$300,000 to fund wireless communication consulting services to the Public Service Enterprise Communications projects, Riverside County Information Technology, and the Economic Development Agency.

BACKGROUND: (Commences on Page 2)

Greg Stoddard

 Greg Stoddard, Information Technology Officer
 Riverside County Information Technology

Lisa Brandl

 Robert Field
 Assistant County Executive Officer/EDA
 By Lisa Brandl, Managing Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 300,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Funds partially recovered through application fees, large portion reimbursable to EDA by RCIT, Motorola and the PSEC Project

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

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer Sargent*

 Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: January 11, 2011
 xc: EDA, RCIT, Auditor, CIP

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

Prev. Agn. Ref.: 3.16 of 12/12/2006; 3.73 of 7/29/08; 3.12 of 4/21/09

District: ALL

Agenda Number

3.36

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 12/27/10
 SAMUEL WONG
 Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
 DATE: 12/21/10
 BY: NEAL R. KIPNIS

Policy
 Consent
 Policy
 Consent
 Reviewed by CIP TEAM
 Per Exec. Ofc.:
 Dept't Recomm.:
 Dean Deines

BACKGROUND:

On December 12, 2006, the Board of Supervisors approved a consulting services agreement with GRD, Inc (GRD). The contract provided that GRD would provide services and consultation to (a) the Economic Development Agency (EDA) for leasing of county owned property to private sector cellular service providers, (b) Riverside County Information Technology (RCIT) for items pertaining to the maintenance and evolvement of existing county communication sites, and (c) the Public Safety Enterprise Communication (PSEC) project, primarily in the role of property entitlements and activities related to design and inspection. GRD has performed these services well and the PSEC project in particular requires the continued services of GRD to complete work on Phase I radio sites and to support PSEC on an additional ten Phase II sites needed to attain target coverage goals.

The proposed contract permits the county to access GRD's services as needed. There is no obligation to spend to the proposed limit of \$300,000. The period of performance is January 1, 2011 through June 30, 2011, but may be extended into FY2011/12 if service is required and funds remain.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

As previously indicated, EDA, the contract manager, will be reimbursed by RCIT for those tasks performed by GRD at the request of or for the benefit of RCIT. EDA will be reimbursed by the PSEC project for those tasks outsourced by EDA for PSEC, or for those tasks performed by GRD at the request of or for the benefit of PSEC. EDA will be reimbursed by PSEC for those tasks outsourced to GRD by EDA Project Management related to inspector of record activity. EDA will also assess and collect application fees from private sector cellular carriers seeking to lease county property to recover costs associated with the contract and produce income to the county to support the PSEC project. Lease income from such sites is estimated at \$20,000 - \$25,000 per year per site.

The costs associated with this project is budgeted in FY 2010/11. No additional net county costs will be incurred as a result of this agreement.

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PERSONAL SERVICE AGREEMENT

for

**COMMUNICATION SITE LEASING/MAINTENANCE/PROJECT MANAGEMENT
SERVICES FOR RIVERSIDE COUNTY**

between

COUNTY OF RIVERSIDE

And

GRD, INC.



1 This Agreement, made and entered into this first day of December, 2010, by and between GRD, Inc., (herein
2 referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of
3 California, (herein referred to as "COUNTY").

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

7 WHEREAS, CONTRACTOR has the expertise, special skills, knowledge and PSEC project experience
8 to perform the duties set out herein; and

9 WHEREAS the Public Service Enterprise Communications (PSEC) project has REMAINING Phase I
10 site control work to complete and requires specialized construction inspections and PSEC has added new
11 approximately 10 sites which are required for project performance, which require continued contractor
12 assistance during FY2010/11;

13 NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as
14 follows:

15 **1. Description of Services**

16 **1.1** CONTRACTOR at the request of the COUNTY shall provide the Communication Site
17 consulting services covering purchases, leasing, use permit inspections and site development services as
18 described and specified in Exhibit A, attached hereto and by this reference incorporated herein.

19 **1.2** CONTRACTOR represents and maintains that it is skilled to perform all services, duties and
20 obligations required by this Agreement to fully and adequately complete the project(s). CONTRACTOR shall
21 perform the services and duties in conformance to and consistent with the standards generally recognized as being
22 employed by professionals in the same disciplines in the State of California. CONTRACTOR further represents and
23 warrants that it has all licenses, permits, qualifications and approvals of whatever nature is legally required to practice
24 its profession/service. CONTRACTOR further represents that it shall keep all such licenses and approvals in effect
25 during the term of this Agreement. Contractor Is Not To Perform Services Outside Of The Contract.

26 **1.3** This is a variable quantity contract with no obligation by the County to purchase any minimum
27 level of services. County may spend some or all of the maximum contract amount as it deems necessary. The
28 Contractor's services shall be authorized by assignment of specific tasks up to the maximum amount of the
29 Contract during the Period of Performance.

30 **2. Period of Performance**

31 **2.1** This Agreement shall be effective for the period beginning January 1, 2011 and expiring June
32 30, 2011. County reserves the right to schedule its requests for services to match its needs. CONTRACTOR
shall commence performance of requested services upon receipt of directions from County and shall diligently
perform such services. Should unused fund remain at the end of the Period of Performance, County may by
written notice to contractor extend the period of performance by an additional six months to December 31,
2011.

2.2 It is mutually agreed and understood that the obligation of the COUNTY is limited by and
contingent upon the availability of COUNTY of Riverside funds for the reimbursement of CONTRACTOR'S

1 fees. In the event that some or all of the funds are not forthcoming for any reason or if COUNTY intends to
2 reduce or terminate this line of services, COUNTY shall immediately notify CONTRACTOR in writing. This
3 Agreement shall be deemed terminated and have no further force and effect immediately on receipt of
4 COUNTY'S notification to CONTRACTOR. In the event of such termination, CONTRACTOR shall be
entitled to reimbursement of its costs in accordance with Section 3 COMPENSATION.

5 **3. Compensation**

6 **3.1** The COUNTY shall pay the CONTRACTOR not more than \$300,000 for services performed
7 and expenses incurred in accordance with the terms of this Agreement and Exhibit B, consisting of one (1)
8 page, attached hereto and incorporated herein. The \$300,000 is the maximum amount allotted for services by
9 CONTRACTOR during the Period or Performance. The COUNTY is not responsible for any fees or costs
10 incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount
of services or products.

11 **3.2** Said compensation shall be paid in accordance with a written invoice submitted to COUNTY by
12 CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the
13 invoice within forty-five (45) working days from the date of receipt of the invoice. Compensation is based upon
completion of each scheduled project.

14 **3.3** No hourly or other price increases will be permitted during the first year of the price agreement
15 and any later price change during an extended Period of Performance shall be negotiated between the Parties.
16 All price decreases will automatically be extended to the COUNTY. No retroactive price adjustments will be
17 considered. The COUNTY may enforce, adjust, negotiate, or cancel escalating price contracts or take any other
18 action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of
the contract. Adjustments increasing the contractor's profit will not be allowed.

19 **3.4** Prepare invoices in duplicate. For this contract, send the original and duplicate copies of invoices to:

20 Address:
21 County of Riverside, Economic Development Agency
22 3403 10th Street, Suite 500
23 Riverside, CA 92501
24 Attn: Accounts Payable

- 25 ❖ Each invoice shall contain a minimum of the following information: invoice number and date;
26 remittance address; "bill-to" and "ship-to" addresses of ordering department/division; contract number
27 (to be provided upon award); quantities; item descriptions, unit prices, extensions, sales/use tax if
applicable, and an invoice total.
- 28 ❖ Invoices shall be rendered "monthly" in arrears.
- 29 ❖ In the State of California, government agencies are not allowed to pay excess interest and late charges,
per Government Codes, Section 926.10.

30 **4. Assignment**

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

1 All sub-contractors and new key personnel of CONTRACTOR shall be approved in writing by the County prior
2 to their assignment to work under this Agreement.

3 **5. Hold Harmless/Indemnification**

4 **5.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies,
5 Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected
6 and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted
7 upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising
8 out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or
9 death arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents
10 or representatives from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees
11 including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County
12 of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers,
13 Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or
14 action based upon such alleged liability.

15 **5.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR,
16 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the
17 right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided,
18 however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
19 CONTRACTOR'S indemnification to COUNTY as set forth herein.

20 **5.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided
21 to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim
22 involved.

23 **5.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe
24 CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

25 **5.5** In the event there is conflict between this clause and California Civil Code Section 2782, this
26 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
27 CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

28 **6. Waiver of Default**

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

7. Availability of Funding

The COUNTY's obligation for payment of any contract beyond the current fiscal year end is contingent
upon the availability of funding from which payment can be made. No legal liability on the part of the
COUNTY shall arise for payment beyond June 30 of the calendar year unless funds are made available for such
performance.

1 **8. Inspection of Service**

2 **8.1** All performance (which includes services, materials, supplies and equipment furnished or
3 utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to
4 inspection and test by the COUNTY at all times during the term of the contract. The CONTRACTOR shall
5 provide adequate cooperation to any inspector assigned by the COUNTY to permit him/her to determine the
6 CONTRACTOR's conformity with these specifications and the adequacy of the services being contractually
7 provided. All inspections by the COUNTY shall be made in such a manner as to not unduly interfere with
8 CONTRACTOR performance. If any services performed hereunder are not in conformity with the
9 specifications and requirements of this contract, the COUNTY shall have the right to require the
10 CONTRACTOR to perform the services in conformity with said specifications and requirements at no
11 additional increase in total contract amount. When the services to be performed are of such nature that the
12 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 of the services in conformity with
requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services
performed.

13 **8.2** In the event the CONTRACTOR fails to perform the services promptly or to take necessary
14 steps to ensure future performance of the service is in conformity with specifications and requirements of the
15 contract, the COUNTY shall have the right to either: (A) have the services performed in conformity with the
16 contract specifications and charge to the CONTRACTOR any cost occasioned to the COUNTY that is directly
17 related to the performance of such services. If COUNTY chooses alternative (1), the COUNTY may withhold
18 such costs from any amounts still owed to CONTRACTOR under this or any other contractual agreements with
19 COUNTY; or (2) terminate this contract for default as provided in the Termination Clause.

18 **9. Termination**

19 **9.1.** COUNTY or CONTRACTOR may terminate this Agreement without cause upon 30 days
20 written notice served upon the CONTRACTOR stating the extent and effective date of termination.

21 **9.2** COUNTY may, upon five (5) days written notice, terminate this agreement for
22 CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the provisions of this Agreement
23 or fails to make progress so as to endanger performance and does not cure such failure within a reasonable
24 period of time. In the event of such termination, the COUNTY may proceed with the work in any manner
deemed proper to COUNTY.

25 **9.3** After receipt of the Notice of Termination pursuant to paragraph 9.1 or 9.2 above,
26 CONTRACTOR shall:

- 27 a.) Stop all work under this Agreement on the date specified in the Notice of Termination.
- 28 b.) Transfer to COUNTY and deliver in the manner, and to the extent, if any, as directed
29 by COUNTY, any equipment, data or reports which, if the Agreement had been
30 completed, would have been required to be furnished to COUNTY;

31 **9.4** After termination pursuant to paragraph 9.1 or 9.2 above, COUNTY shall make payment for all
32 services performed in accordance with this Agreement to the date of termination, according to the rates set forth
in Exhibit B.

1 **9.5** Notwithstanding any of the provisions of this Agreement, CONTRACTOR's rights under this
2 Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a
3 willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's
4 unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is
5 terminated pursuant to Section 9. In such event, CONTRACTOR shall not be entitled to any further
6 compensation under this Agreement.

7 **9.6** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in
8 addition to any other rights and remedies provided by law or under this Agreement.

9 **10. Alteration**

10 The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY
11 representatives who may at any time, by written order, make alterations within the general scope of this
12 contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.)
13 and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the
14 time required for the performance of any part of the work under this contract, an equitable adjustment shall be
15 made in the contract price or delivery schedule, or both, and the contract shall be modified in writing
16 accordingly. Any claim by the CONTRACTOR for adjustment under this paragraph shall be assessed within 30
17 days of when the CONTRACTOR received notice of the alteration in the work. Notwithstanding the foregoing,
18 if the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may receive and
19 act upon any claim, which is asserted by the CONTRACTOR at any time prior to final payment under this
20 agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the
21 meaning of the clause of this contract entitled 'Disputes.' However, nothing in this clause shall excuse the
22 CONTRACTOR from proceeding with the contract as changed.

23 **11. Independent Contractor**

24 **11.1** The CONTRACTOR is, for purposes arising out of this contract, an Independent
25 CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed
26 that the CONTRACTOR shall in no event, as a result of this contract, be entitled to any benefits to which
27 COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's
28 compensation benefits, and injury leave or other leave benefits. CONTRACTOR hereby holds COUNTY
29 harmless from any and all claims that may be made against COUNTY based upon any contention by any third
30 party that an employer-employee relationship exists by reason of this agreement.

31 **11.2** It is further understood and agreed by the parties hereto that CONTRACTOR in the
32 performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result
33 to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and
34 methods for accomplishing the results.

35 **12. Subcontract for Work or Services**

36 No contract shall be made by the CONTRACTOR with any party for furnishing any of the work or
37 services herein contained without the prior written approval of the COUNTY Contract Administrators, Dan Nila
38 or James Force, but this provision shall not require the approval of contracts of employment between the
39 CONTRACTOR and personnel assigned for services there under, or for parties named in the proposal as shown
40 on Exhibit C and agreed to under any resulting contract.

1 **13. Interest of Contractor**

2 The CONTRACTOR covenants that it presently has no interest, including but not limited to, other
3 projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would
4 conflict in any manner or degree with the performance of services required to be performed under this contract.
5 CONTRACTOR performs services for others in the communications field and may continue to do so, so long as
6 the other party is not in negotiations with the county on any properties where Contractor is performing services.
7 CONTRACTOR and CONTRACTOR'S Sub-contractors may work for other firms associated with the
8 COUNTY or the PSEC project outside the county or on projects unrelated to COUNTY scope of services
9 herein, but shall disclose this relationship to COUNTY and shall not accept work orders for PSEC work from
10 Motorola or its venders or wireless communication site co-tenants and subcontractors without the prior written
11 consent of the COUNTY. The CONTRACTOR further covenants that in the performance of this contract, no
12 person having any such interest shall be employed or retained by it under this contract.

13 **14. Conduct of Contractor**

14 **14.1** The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interest, if
15 any, which are or which the CONTRACTOR believes to be incompatible with any interest of the COUNTY.

16 **14.2** The CONTRACTOR shall not, under circumstances, which might reasonably be interpreted as
17 an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from
18 individuals or organizations with whom the CONTRACTOR is doing business or proposing to do business, in
19 accomplishing the work under the contract.

20 **14.3** The CONTRACTOR shall not use for personal gain or make other improper use of privileged
21 information, which is acquired in connection with this contract. In this connection, the term 'privileged
22 information' includes, but is not limited to, unpublished information relating to technological and scientific
23 development; medical, personnel, or security records of the individuals; anticipated materials requirements or
24 pricing actions; and knowledge of selection of CONTRACTORS or subcontractors in advance of official
25 announcement. Additionally, the CONTRACTOR shall become privy to security related matters and shall take
26 reasonable steps to avoid sharing such matters and information to those not part to this contract.

27 **14.4** The CONTRACTOR or employees thereof shall not accept offers of gifts, gratuity, favors, and
28 entertainment directly or offer the same to COUNTY employees.

29 **15. Disallowance**

30 In the event the CONTRACTOR receives payment for services under this contract which is later
31 disallowed for nonconformance with the terms and conditions herein by the COUNTY, the CONTRACTOR
32 shall promptly refund the disallowed amount to the COUNTY on request, or at its option, the COUNTY may
33 offset the amount disallowed from any payment due to the CONTRACTOR under any contract with the
34 COUNTY.

35 **16. Disputes**

36 **16.1** Except as otherwise provided in this contract, any dispute concerning a question of fact arising
37 under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall
38 furnish the decision in writing. The decision of the Contracting Officer shall be final and conclusive unless
39 determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly

1 erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance
2 of the contract pending the Contracting Officer's decision.

3 **16.2** The Parties agree to continue with performance of the Agreement during any such dispute
4 period and resolution thereof.

5 **17. Governing Law; Jurisdiction; Severability**

6 This Agreement and its construction and interpretation as to validity, performance and breach shall be
7 construed under the laws of the State of California. Any legal action related to this Agreement shall be filed in
8 the appropriate court of the State of California located in Riverside, California. In the event any provision in
9 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.

10 **18. Insurance**

11 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY
12 harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense,
13 the following insurance coverage's during the term of this Agreement.

14 **18.1 Workers' Compensation:**

15 If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall
16 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of
17 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits
18 not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of
the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

19 **18.2 Commercial General Liability:**

20 Commercial General Liability insurance coverage, including but not limited to, premises liability,
21 contractual liability, products and completed operations liability, personal and advertising injury covering
22 claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall
23 name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective
24 directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as
25 Additional Insured's. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined
single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or
be no less than two (2) times the occurrence limit.

26 **18.3 Vehicle Liability:**

27 If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations
28 under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or
29 hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such
30 insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two
31 (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of
32 the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or
appointed officials, agents or representatives as Additional Insured's.

1 **18.4 Professional Liability Insurance:**

2 Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's
3 performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per
4 occurrence and **\$2,000,000** annual aggregate. If Contractor's Professional Liability Insurance is written on a
5 claims made basis rather than an occurrence basis, such insurance shall continue through the term of this
6 Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting
7 Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive
8 date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of
9 Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer.
Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination
of this Agreement.

10 **18.5 General Insurance Provisions - All lines:**

11 a). Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
12 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in
13 writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a
particular insurer such waiver is only valid for that specific insurer and only for one policy term.

14 b). The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-
15 insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such
16 deductibles and/or retentions shall have the prior written consent of the COUNTY Risk Manager before the
17 commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's
18 unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers
19 shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with
20 the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims
administration, and defense costs and expenses.

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

1 d). It is understood and agreed to by the parties hereto and the insurance company(s), that the
2 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the
3 COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be
4 construed as contributory.

5 e). The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any
6 extension thereof, there is a material change in the scope of services; or, there is a material change in the
7 equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the
8 COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary
9 limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's
reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

10 f). CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of
11 subcontractors working under this Agreement.

12 g). The insurance requirements contained in this Agreement may be met with a program(s) of self-
13 insurance acceptable to the COUNTY.

14 **19. Licensing and Permits**

15 **19.1** Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and
16 Professions Code concerning the licensing of CONTRACTORS. All offerers and CONTRACTORS shall be
17 licensed, if required, in accordance with the laws of this State and any offerer or CONTRACTOR not so
18 licensed is subject to the penalties imposed by such laws.

19 **19.2** CONTRACTOR further warrants that it has all necessary permits, approvals, certificates,
20 waivers and exemptions necessary for the provision of services hereunder and required by the laws and
21 regulations of the United States, State of California, the COUNTY of Riverside and all other appropriate
governmental agencies, and shall maintain these throughout the term of this agreement.

22 **20. Air, Water Pollution Control, Safety and Health**

23 CONTRACTOR shall comply with all environmental protection, air pollution control; water pollution,
24 Safety and Health Ordinances and statues, which apply to the work performed pursuant to this contract,
including any requirements, specified in state government codes.

25 **21. OSHA Regulations**

26 CONTRACTOR hereby certifies awareness of the Occupational Safety and Health Administration
27 (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA
28 standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be
29 in compliance therewith.

30 **22. Right To Acquire Equipment And Services**

31 Nothing in this agreement shall prohibit the COUNTY from acquiring the same type or equivalent
32 equipment and/or service from other sources, when deemed by the COUNTY to be in its best interest.

1 **23. Use By Political Entities**

2 This agreement between the COUNTY and the CONTRACTOR for the COUNTY's requirements of
3 select item(s) of personal services, the CONTRACTOR agrees to extend the same pricing, terms and conditions
4 to each and every political entity, special district, and related non-profit entity in Riverside COUNTY. It is
5 understood that political entities, special districts and related non-profit entities shall make purchases in their
6 own name, make direct payment, and be liable directly to the CONTRACTOR holding the COUNTY harmless.
7 The COUNTY of Riverside may, at its option, charge an administrative fee to those political entities, special
8 districts and related non-profit entities that avail themselves use of this agreement. The CONTRACTOR(s)
9 shall report annually or as otherwise requested by the COUNTY, usage and total sales dollar amount
information for each individual political entity, special district, and related non-profit entity utilizing COUNTY
awards.

10 **24. Contractor's Responsibility**

11 **24.1** It is understood that the CONTRACTOR has the skills, experience and knowledge necessary to
12 perform the services agreed to be performed under this Agreement, and that the COUNTY relies on upon the
13 CONTRACTOR'S representations about its skills, experience and knowledge to perform the
14 CONTRACTOR'S services in a competent manner. Acceptance by the COUNTY of the services to be
15 performed under this Agreement does not operate as a release of said CONTRACTOR from responsibility for
the work performed.

16 **24.2** It is further understood and agreed that the CONTRACTOR is apprised of the scope of the
17 work to be performed under this Agreement and the CONTRACTOR agrees that said work can and shall be
performed in a fully competent manner.

18 **24.3** CONTRACTOR in the course of this Service will operate in isolated areas and on steep under
19 maintain roads. CONTRACTOR shall call in whenever they leave paved roads, identify location and offer an
20 estimate of time off the paved road and will call in again when leaving the site.

21 **25. Conflict Of Interest**

22 CONTRACTOR shall have no interest, and shall not acquire any interest, direct or indirect, which will
23 conflict in any manner or degree with the performance of services required under this Agreement.

24 **26. Non-Discrimination**

25 CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits,
26 accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race,
27 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
28 with the provisions of the California Fair Employment Practices Act (commending with Section 1410 of the
Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and the Americans with Disabilities Act of
1990 (42 U.S.C. S1210 et seq.)

29 **27. Assurances**

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

1 **28. Records and Documents**

2 CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or
3 COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify
4 the nature and extent of the costs of the services provided by CONTRACTOR. All such books and records
5 shall be maintained by CONTRACTOR for at least five years from the termination of this Agreement and be
6 available for audit by the COUNTY. CONTRACTOR to provide COUNTY with reports and information
relative to this Agreement and in accordance with terms set forth herein, as requested by COUNTY.

7 **29. Monitoring**

8 CONTRACTOR hereby agrees to establish procedures for self-monitoring and shall permit an
9 appropriate official of the COUNTY, State or Federal government to monitor, assess or evaluate
10 CONTRACTOR'S performance under this Agreement upon reasonable notice to CONTRACTOR and at any
reasonable time.

11 **30. Confidentiality**

12 The Contractor shall protect from unauthorized disclosure names and other identifying information
13 concerning persons receiving services pursuant to this Agreement, except for statistical information not
14 identifying any client. The Contractor shall not use such information for any purpose other than carrying out
15 the Contractor's obligations under this Agreement. The Contractor shall promptly transmit to the COUNTY all
16 requests for disclosure of such information not emanating from the client. The Contractor shall not disclose,
17 except as otherwise specifically permitted by this Agreement or authorized by the client, any such information
18 to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to,
19 name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or
20 voice print or a photograph. CONTRACTOR may be served directly, or otherwise affected by, California
21 Public Records Act requests as they relate to the services under this Agreement. CONTRACTOR shall
immediately notify COUNTY of any such request received by CONTRACTOR so COUNTY may respond in a
timely manner as it deems best; and CONTRACTOR shall cooperate fully when requested by COUNTY or as
directed by a court of competent jurisdiction.

22 **31. Administration/Contract Liaison**

23 The COUNTY of Riverside Economic Development Agency shall administer this Agreement on behalf
24 of the COUNTY and is to serve as its liaison with CONTRACTOR in connection with this agreement.

25 **32. Notices**

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

29 **County of Riverside**
Economic Development Agency
30 3403 10th Street, Suite 500
Riverside, CA 92501
31 Attn: Robert Field

Contractor
GRD, Inc.
32120 Dillon Circle
Wildomar, CA 92595
Attn: Gerald Doak

1 **33. Force Majeure**

2 **33.1** In the event CONTRACTOR is unable to comply with any provision of this agreement due to
3 causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts,
4 CONTRACTOR shall not be held liable to COUNTY for such failure to comply.

5 **33.2** In the event COUNTY is unable to comply with any provision of this agreement due to causes
6 beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not
7 be held liable to CONTRACTOR for such failure to comply.

8 **34. Mutual Cooperation**

9 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance of
10 services for the COUNTY under this Agreement, including providing the CONTRACTOR with reasonable
11 facilities and timely access to COUNTY data, information and personnel. The COUNTY shall be responsible
12 for the performance of its employees and agents and for the accuracy and completeness of all data and
13 information provided to the CONTRACTOR.

14 **35. EDD Reporting Requirements**

15 **35.1** In order to comply with child support enforcement requirements of the State of California, the
16 COUNTY of Riverside may be required to submit a Report of Independent Contractor(s) form **DE 542** to the
17 Employment Development Department. The selected contractor agrees to furnish the required Contractor data
18 and certifications to the COUNTY of Riverside within 10 days of notification of award of contract when
19 required by the EDD.

20 **35.2** It is expressly understood that this data will be transmitted to governmental agencies charged
21 with the establishment and enforcement of child support orders and for no other purposes and will be held
22 confidential by those agencies. Failure of the contractor to timely submit the data and/or certificates required
23 may result in contract being awarded to another Contractor. In the event a contract has been issued, failure of
24 the Contractor to comply with all federal and state reporting requirements for child support enforcement or to
25 comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall
26 constitute a material breach of contract. Failure to cure such breach within 60 calendar days of notice from the
27 COUNTY shall constitute grounds for termination of the contract.

28 **35.3** If you have any questions concerning this reporting requirement, please call (916) 657-0529.
29 You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in
30 the State Government section under "Employment Development Department," or you may access their Internet
31 site at www.edd.ca.gov.


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1 **36. Entire Agreement**

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

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

9 **GRD, INC.**

10 By: 
11 Print Name: Gerald R. Dault
12 Title: CEO

13 **COUNTY OF RIVERSIDE**


14 By: 
15 Bob Buster, Chairman
16 Board of Supervisors

17 **ATTEST:**
18 Kecia Harper-Ihem
19 Clerk of the Board

20 By: 
21 **DEPUTY**

22 **APPROVED AS TO FORM:**

23 Pamela J. Walls
24 County Counsel

25 By: 
26 Marsha Victor
27 Deputy County Counsel

28 JRF:ra
29 120710
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EXHIBIT A
SCOPE OF SERVICE

1.0 PURPOSE

The CONTRACTOR shall provide to the COUNTY communication site development permit, lease/purchase site control, site development and/or construction supervision, maintenance guidance and subcontractor management services.

2.0 SCOPE OF SERVICES

CONTRACTOR shall provide the following services:

- 2.1 Advise and assist COUNTY on lease contract texts to improve Communications leases where the COUNTY is landlord or tenant.
- 2.2 Participate in Public Safety Enterprise Communication (PSEC) team meetings with PSEC staff and Motorola staff and their subcontractors to solve problems and provide coordination.
- 2.3 Advise COUNTY on commercially reasonable expectations of maintenance at leased tower sites.
- 2.4 Assist, advise and guide county on land use permitting used on federal lands and assist in setting up and participating in meetings with agencies such as BLM, USFS, NPS, Indian tribes, other counties, and quasi-public agencies such as water districts and public utilities. .
- 2.5 Suggest technical system and management practices which may improve the public safety systems on line performance at communication tower sites.
- 2.6 Assist the COUNTY in negotiation of cell phone and other private telecommunications leases at COUNTY sites to increase COUNTY income and/or reduce site development costs.
- 2.7 Provide help in development of alternative site inventories, convene initial meetings and start negotiations with private land owners to assess terms and willingness of operators of radio towers and vacant land and explore leases or purchases of facilities or parcels.
- 2.8 Seek out new rent paying or development cost sharing site tenants, compatible with a public safety environment
- 2.9 Advise COUNTY on emerging technology, regulatory and licensing concerns and required permits and assist with license applications and use permits relevant to telecommunications facilities
- 2.10 Assist the COUNTY in developing scope of work documents for all aspects of site development and/or procurement
- 2.11 Assist COUNTY in engaging third party vendors to perform reviews, provide consulting services, perform maintenance and/or repair of facilities, including employment of sub contractors providing labor of skills not part of the GRD, but within this scope of work.
- 2.12 Assist COUNTY project managers in implementation of site related projects.
- 2.13 Provide technical communications and explanations of information required for CEQA environmental review by County's environmental consultants including guidance on vehicular access and power land line routing to communication sites by identifying best pathways and looking at cost factors.

- 1 2.14 Support County Design and Construction staff during communication zoning drawing
- 2 reviews and site plan checking, construction monitoring and onsite inspections, acting as
- 3 owners representative with Motorola and its sub contractors.
- 4 2.15 Perform Life cycle cost effectiveness over site reviewing equipment and material selections
- 5 with a focus on balance between reliability, capital costs and operating costs.
- 6 2.16 Assist County and Motorola in getting land line power to sites.
- 7 2.17 Assist County Design and construction staff in maintaining contract compliance during
- 8 design and constructions and warranty phases.
- 9 2.18 Review field reports from Deputy Inspectors
- 10 2.19 Assure warranty registrations

11 **3.0 WORK PRODUCT**

- 12 3.1 All work papers and computer records prepared in connection with the contractual services
- 13 will remain the property of the CONTRACTOR and shall be maintained in an organized
- 14 fashion for future reference. COUNTY is a public agency and is subject to various public
- 15 records regulations which make project records available to the public upon request.
- 16 CONTRACTOR shall cooperate fully with any such requests made through the COUNTY.
- 17 3.2 All reports rendered to the COUNTY are the exclusive property of the COUNTY and subject
- 18 to its use and control. COUNTY is subject to a number of public records acts which may
- 19 require public disclosure of materials in its possession and CONTRACTOR may be required
- 20 to share information in response to such requests.

21 **4.0 TASKING**

- 22 4.1 COUNTY shall direct and authorize Services by issuing written work orders from time to time.
- 23 Services shall include all vehicle and travel expenses, labor and/or materials and expenses associates
- 24 with work performance furnished by Consultant. If consultant has questions or questions the scope of
- 25 the desired work, or objects to the work, consultant shall immediately seek to notify COUNTY and
- 26 clarify the situation and gain better direction. .
- 27 4.2 COUNTY at no cost to Contractor shall provide access to county staff and Motorola staff
- 28 required for Contractor's provision of Services.

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**EXHIBIT B
COST**

The all inclusive fee shall be \$110.00 per hour, subject to spending terms and conditions herein.

This fee shall include any and all travel, vehicles, hotel, meals, expenses and CONTRACTOR's personnel fees. There are no pass through costs associated with this contract. County shall support CONTRACTOR with PSEC office space, telephone and desk top computer services, copying meeting rooms and similar support in proximity to the PSEC team.

Any additional compensation for services performed by CONTRACTOR or CONTRACTOR's personnel outside the description of services or otherwise outside the scope of this exhibit, must be approved in advance by the COUNTY in writing unless otherwise noted in this work order, no overtime shall be payable hereunder.

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EXHIBIT C

- John Doak
- Phil Goveia
- Jamie Barker
- Don Bush
- Jason Garland