

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

209



**FROM:** Economic Development Agency / Facilities Management

**SUBMITTAL DATE:**

September 20, 2012

**SUBJECT:** Second Amendment to the Personal Service Agreement for Project Management Services with GRD, Inc.

**RECOMMENDED MOTION:** That the Board of Supervisors approve and authorize the Chairman to execute the Second Amendment to the Personal Service Agreement with GRD, Inc., allowing spending for an amount not to exceed \$400,000 to fund wireless communication consulting services to the Public Safety Enterprise Communications Project.

**BACKGROUND:** (Commences on Page 2)

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: Samuel Wong 9/18/12  
SAMUEL WONG

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 400,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

**COMPANION ITEM ON BOARD AGENDA:** No

**SOURCE OF FUNDS:** PSEC Project 100%

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

**C.E.O. RECOMMENDATION:** APPROVE

BY:   
Jennifer L. Sargent

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, 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: October 2, 2012  
xc: EDA, RCIT

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

3.11

BY: Neal R. Kipnis DATE: 9/18/12  
 Departmental Commencement  
 BY: Kevin Crawford 6 Sep 12  
 Kevin Crawford, Chief Information Officer  
 Riverside County Information Technology  
 Policy  Policy   
 ATTACHMENTS FILED WITH THE CLERK OF THE BOARD  
 Per Exec. Ofc.:  Consent

**BACKGROUND:**

On December 12, 2006, the Board of Supervisors first approved a Consulting Services Agreement with GRD, Inc. (GRD). The contract provided that GRD would provide services and consultation to the Public Safety Enterprise Communication (PSEC) project, primarily in the role of property entitlements and activities related to design and inspection. The contract has been extended and updated several times. GRD has performed these services well and the PSEC project in particular requires the continued services of GRD to complete work on system testing prior to network activation.

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

**FINANCIAL DATA:**

As previously indicated, the Economic Development Agency (EDA), the contract manager, 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.

The cost associated with this project is budgeted in FY 2012/13. No additional net county costs will be incurred as a result of this agreement.

**Attachment:**

Second Amendment to Personal Service Agreement

1 **SECOND AMENDMENT TO PERSONAL SERVICE AGREEMENT**

2  
3 **for**

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

6  
7 **between**

8 **COUNTY OF RIVERSIDE**

9  
10 **And**

11 **GRD, INC.**



1 This Second Amendment to Personal Service Agreement (Amendment) made and entered into this fifteenth day  
2 of August, 2012, by and between GRD, Inc., (herein referred to as CONTRACTOR), and the COUNTY OF  
3 RIVERSIDE, a political subdivision of the State of 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 Public Safety Enterprise  
8 Communication (PSEC) project experience to perform the duties set out herein; and

9 WHEREAS the CONTRACTOR and COUNTY entered into a Personal Service Agreement,  
10 (Agreement) approved by the Riverside County Board of Supervisors on January 11, 2011 (M.O. 3.36)  
11 authorizing expenditures of up to \$300,000.00 during the period of performance (January 1, 2011 through June  
12 30, 2011), authorizing a six month extension should funds remain; and

13 WHEREAS COUNTY exercised its option to extend the period of performance six months through  
14 December 31, 2011, as funds remained.

15 WHEREAS COUNTY entered into a First Amendment to Personal Service Agreement (First  
16 Amendment) approved by the Riverside County Board of Supervisors on January 31, 2012 (M.O. 3.10)  
17 authorizing continued expenditures through June 30, 2012 from the original \$300,000.00 contract, as funds  
18 remained. These funds have now been exhausted.

19 WHEREAS the PSEC project is moving to its next stage, Coverage Acceptance Test Process (CATP),  
20 one of the final major milestone activities prior to system implementation, it is imperative to perform an  
21 accurate CATP to ensure Motorola has met their contractual obligations. Additionally, CATP will validate the  
22 system coverage in areas where Riverside County Sheriff has limited or no coverage with the legacy system.  
23 GRD has participated in the Public Safety Communication Enterprise (PSEC) project in varied roles since 2005.  
24 Inasmuch as GRD staff participated in the site selection process, they performed as construction inspectors on  
25 behalf of the Project Management Office of the Economic Development Agency, they have a unique  
26 understanding of eastern Riverside County, including knowledge of tribal boundaries in the eastern county,  
27 Bureau of Land Management (BLM) environmental requirements, and National Park Service (NPS) entry  
28 requirements, and GRD's knowledge of the PSEC project and existing coverage gaps make them uniquely and  
29 distinctively qualified to participate in the CATP, allowing the PSEC project to complete on schedule;

30 NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as  
31 follows:  
32

1 **1. Period of Performance**

2 1.1 This Second Amendment shall be effective for the period beginning August 1, 2012 and  
3 expiring June 30, 2013. County reserves the right to schedule its requests for services to match its needs.  
4 CONTRACTOR shall commence performance of requested services upon receipt of directions from County and  
5 shall diligently perform such services. Should unused funds remain at the end of the Period of Performance,  
6 County may by written notice to contractor extend the period of performance by an additional six months to  
7 December 31, 2013.

8 **2. Compensation**

9 2.1 The COUNTY shall pay the CONTRACTOR not more than \$400,000.00 for services  
10 performed and expenses incurred in accordance with the terms of the Agreement, consisting of 2 page  
11 attached thereto and incorporated therein as Exhibit A to the Agreement. The \$400,000.00 is the maximum  
12 amount allotted for services by CONTRACTOR during the Period or Performance. The COUNTY is not  
13 responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation  
14 to purchase any specified amount of services or products.

15 **3. Entire Agreement**

16 This Second Amendment and the Agreement, except as modified by this Second Amendment and the  
17 First Amendment, constitutes the entire agreement of the parties hereto with respect to its subject matter and  
18 supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether  
19 oral or in writing. This contract may be modified only in writing and shall be enforceable in accordance with its  
20 terms when signed by each of the parties hereto.


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

23 ///

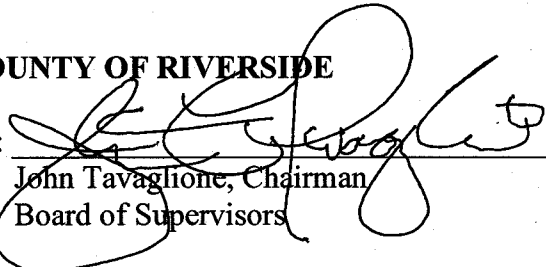
24 ///

25 ///

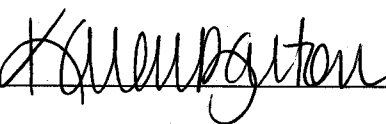
GRD, INC.

By:   
Print Name: Gerald R. Donk  
Title: CEO

COUNTY OF RIVERSIDE

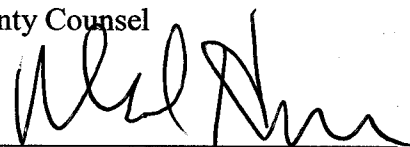
By:   
John Tavaglione, Chairman  
Board of Supervisors

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: 

APPROVED AS TO FORM:

Pamela J. Walls  
County Counsel

By:   
Neal Kipnis  
Deputy County Counsel

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

**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

### 3.0 WORK PRODUCT

- 11 3.1 All work papers and computer records prepared in connection with the contractual services  
12 will remain the property of the CONTRACTOR and shall be maintained in an organized  
13 fashion for future reference. COUNTY is a public agency and is subject to various public  
14 records regulations which make project records available to the public upon request.  
15 CONTRACTOR shall cooperate fully with any such requests made through the COUNTY.  
16 3.2 All reports rendered to the COUNTY are the exclusive property of the COUNTY and subject  
17 to its use and control. COUNTY is subject to a number of public records acts which may  
18 require public disclosure of materials in its possession and CONTRACTOR may be required  
19 to share information in response to such requests.

### 4.0 TASKING

- 20 4.1 COUNTY shall direct and authorize Services by issuing written work orders from time to time.  
21 Services shall include all vehicle and travel expenses, labor and/or materials and expenses associates  
22 with work performance furnished by Consultant. If consultant has questions or questions the scope of  
23 the desired work, or objects to the work, consultant shall immediately seek to notify COUNTY and  
24 clarify the situation and gain better direction.  
25 4.2 COUNTY at no cost to Contractor shall provide access to county staff and Motorola staff  
26 required for Contractor's provision of Services.

27 ///

28 ///

29 ///