

EXECUTIVE SUMMARY SHEET

DATE REPORT ISSUED: February 2, 2010

REPORT NO.:

ATTENTION: Council President and City Council

ORIGINATING DEPARTMENT: Office of Homeland Security

SUBJECT: AMENDMENT 4 TO AGREEMENT RR-301305 FOR CONSULTANT SERVICES WITH SDSU RESEARCH FOUNDATION

COUNCIL DISTRICT(S): City wide

STAFF CONTACT: Donna Faller (619-533-6763)

REQUESTED ACTION: City Council approve the resolution authorizing the Mayor to execute an amendment to the contract for consultant services with the San Diego State University Research Foundation (SDSURF) to provide regional interoperable communications services, geographical information system services, project management, collaboration and technology strategic planning support services. These programs will be carried out under the Regional Technology Partnership as approved by the Unified Disaster Council in 2005.

STAFF RECOMMENDATION: Approve the resolution authorizing the execution of the amendment.

EXECUTIVE SUMMARY: The San Diego Urban Area initiated a Regional Technology Partnership program to be funded through the Urban Area Security Initiative Grants (UASI). The stated purpose of the partnership is to integrate technology to leverage scarce emergency response resources and provide a safer environment throughout the San Diego region. Under the contract currently funded by the Urban Area Security Initiative (UASI) grants, SDSURF provides technical experts to provide interoperable communications services and geographical information system services for work across all of the jurisdictions of the San Diego Urban Area (SDUA). The work is required to enhance homeland security within the SDUA, consisting of San Diego County and the incorporated cities within the county. SDSURF also provides project management, regional collaboration, a technology clearinghouse, and regional technology strategic planning support services across the SDUA as an independent judge of technology, a neutral interface between SDUA jurisdictions and vendors offering competing technology solutions, and best practices in applying available technology to leverage scarce first response resources within SDUA.

This contract has been funded since 2006 on an annual basis with a 5 year limit expiring on April 6, 2011. This amendment extends the current annual contract to allow for continued work and provision of technology subject matter expertise to support the Regional Technology Center using our regional UASI grant funds through April 6, 2011, at a not-to-exceed amount of \$2,530,049. This amount includes an optional incremental allocation of \$750,000 should the San Diego Urban Area Working Group request to subcontract with SDSURF for program management and implementation of a regional GIS program. The Initial Purchase Order will be in the amount of \$1,780,049 and modified if the additional scope of work is requested of SDSURF.

The City of San Diego, as the core city of the San Diego Urban Area, is the designated administrative agency that manages the UASI Grant through the Office of Homeland Security. Therefore, major grant expenditures, such as this contract amendment, must be processed under

City procedures. This is an amendment to a sole source contract based on City Municipal Code §22.3037 and the unique qualifications of SDSURF. Please refer to the attached sole source justification that was approved and accepted as part of the initial contract. Approval is valid through December 30, 2011.

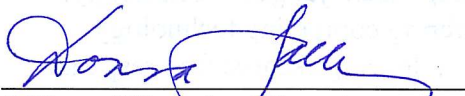
FISCAL CONSIDERATIONS: There are no fiscal impacts to the General Fund. All expenses will be paid directly from our federal Homeland Security UASI grants. This grant has no local match requirement.

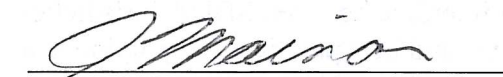
PREVIOUS COUNCIL and/or COMMITTEE ACTION: The City Council previously passed resolution 301305 dated March 24, 2006, authorizing the execution of the initial contract with San Diego State Research Foundation for \$563,775; resolution 302322 dated February 14, 2007, authorizing an extension of the contract for \$1,213,525 to include additional scope of work; and resolution 303568 dated April 23, 2008, authorizing an extension of the contract for continued technology and research services to the region in the amount of \$2,959,143. Presentation for approval from the Public Safety and Neighborhood Services Committee is scheduled for February 17, 2010.

EQUAL OPPORTUNITY CONTRACTING: This agreement is not subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708). This agreement is subject to the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: N/A

KEY STAKEHOLDERS & PROJECTED IMPACTS (if applicable): Key stakeholders are San Diego State University Research Foundation and all of the incorporated cities and the unincorporated areas within San Diego County. These jurisdictions make up the San Diego Urban Area and are participants in the UASI grants which fund the Regional Technology Center. This amendment to contract RR-301305 will provide continued delivery of vital services to enhance standardized homeland security solutions throughout the urban area.


Office of Homeland Security
Program Manager


San Diego Fire-Rescue Department
Fire Chief

Attachment:

1. Sole Source Justification

Sole Source Justification for SDSU Research Foundation and SDSU CITI participation in The Technology Partnership with The City of San Diego Office of Homeland Security

REFERENCE SAN DIEGO MUNICIPAL CODE §22.3037

The consultant services contract with San Diego State University Research Foundation (SDSURF) for technical support to the Regional Technology Partnership will be a sole source solicitation for the following reasons. The Technology Partnership is a regional organization formed solely to solicit applications from regional authorized recipients of Urban Area Security Initiative (UASI) grant funds for projects within the purposes of the Grant, competitively select winning projects and oversee project implementation. These projects are totally funded through the Federal UASI Grant.

1. Strict compliance with competitive selection is impractical because time is of the essence as the technical support is required during the current UASI Grant performance period, particularly to execute the technology projects approved by the Unified Disaster Council that are currently underway and must be completed within the grant performance period.
2. Strict compliance with competitive selection is undesirable because SDSU is a partner in the Technology Partnership and is in a unique position to provide the technical services needed by the Partnership. SDSURF serves as the lead institution for a consortium of institutions of higher education in the defined San Diego Urban Area.
3. Strict compliance with competitive selection or bidding requirements would not produce any advantage to the City or the region considering the unique role that SDSURF plays as a technical resource to the partnership and their role as the lead institution in a consortium of institutions of higher learning in the Urban Area.

Background Information on proposed sole source contractor

The SDSU Research Foundation (SDSURF), a private non-profit 501(c)(3) entity, is selected as the performer in this contract due to their unique and extensive experience in Homeland Security projects across the San Diego region and beyond.

The SDSU Research Foundation is a private and self-contained non-profit 501(c)(3) corporation, separate from the University, yet integrated into the goals and programs of SDSU and responsible for the accomplishment of certain University objectives. It manages approximately \$150 million annually in research grants and contracts, real estate development and other services for the university. The SDSU Research Foundation has functioned as co-founder and co-director of the Regional Network for Homeland Security for the San Diego area for the past three+ years, and as such, participates directly with government and first responder agencies in the regional homeland security issues and activities. It is also a key management component of the Center for Commercialization of Advanced Technology (CCAT), a \$26.3 million DOD-sponsored program to advance technologies from the laboratory to the marketplace for military, homeland defense and other commercial applications. It has recent and relevant experience in identifying sensor network systems, architecture, and components and supporting their development for the Department of Defense, Department of Homeland Security, Defense Threat Reduction Agency, Oak Ridge National Laboratory, and other organizations/agencies engaged in Homeland Security and Defense activities.

SDSU Center for Information Technology and Infrastructure (CITI), that will work under the auspices of SDSURF, and its predecessor University organizations and staff have been working with the first responder community and local government emergency response and management teams for many years. The focal point of CITI is the SDSU Visualization Center, a laboratory environment focused on broadband connectivity between sensor networks, collection and visualization of sensor inputs, and support to the local first responder community and emergency management systems in researching new technologies for their use in emergency response events. CITI's focus is on establishing the concept where a University, as an unbiased third party, can identify new technologies, vet them with the local community through on-campus and field demonstrations, and provide an unbiased report on the results to include recommendations to first responders for their use. These are precisely the background skills needed for the San Diego Technology Partnership. In this capacity, CITI has been a prominent developer of Shadow operations, background demonstrations in support of an actual event, and has through this process developed significant relationships with the local first responder community. The greatest of CITI's intellectual properties is the trust and cooperation developed with that community. One of the co-directors for CITI has a strong background in command and control systems, community event participation, product evaluation and sensor networks. This experience, combined with the availability to support the goals of the Technology Partnership, is extremely rare in academia, and will provide tremendous value to the Partnership.

The unparalleled strengths and experience exhibited by SDSU, combined with the ease of contracting and absolute need for expedient response makes SDSU the justifiable sole source selection for Technology Partnership support.

CITY OF SAN DIEGO
M E M O R A N D U M

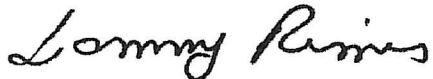
DATE: January 17, 2007

TO: Jill Olen, Deputy Chief Operating Officer, Public Safety/Homeland Security

FROM: Tammy Rimes, Purchasing Agent

SUBJECT: Sole Source Request for Request for Sole Source Procurement for Contract under FY05 UASI Grant

Your Sole Source Request for the above subject with San Diego State University Research Foundation (SDSURF) was approved and is valid through 12/31/2011. In order for a Purchase Order to be issued, your department has to submit a purchase requisition. In the internal header notes of the requisition, please reference Sole Source Case Number 1499. For questions, please contact Patrick Kelleher at x66214.



Tammy Rimes
Purchasing Agent

TR/mw

**AMENDMENT 4 TO AGREEMENT RR-301305 FOR
CONSULTING SERVICES WITH
SDSU RESEARCH FOUNDATION**

This Fourth Amendment is made and effective as of the date it is executed and approved by the City Attorney in accordance with San Diego Charter Section 40 ("Effective Date"), as a modification to the Agreement for Professional Consulting Services for Geographic Information System, Interoperable Communications, Technology Strategic Planning, and Collaboration and Project Management dated April 6, 2006, by and between The City of San Diego, a municipal corporation (City), and the San Diego State University Research Foundation (SDSURF), a 501(c)3 corporation affiliated with San Diego State University, collectively Parties.

RECITALS

- A. The Parties entered into an Agreement on or about April 6, 2006, for Professional Consulting Services for Geographic Information System, Interoperable Communications, Technology Strategic Planning, and Collaboration and Project Management [Original Contract].
- B. The scope of work, as modified by amendments 1, 2 and 3 to the Original Agreement, includes efforts concerning advising the City on technology strategy planning, conducting research on Geographic Information and Interoperable Communications systems, evaluating and making recommendations on technologies, operation of a regional technology clearinghouse to support those activities, and initiation of phase one of the San Diego Regional Emergency Geospatial Information Network project (SDREGIN), a project that establishes a baseline, needs analysis, data set identification, minimal data standards, and network design and roadmap for completion.
- C.
 - 1. This amendment extends the period of performance from February 28, 2010, until April 6, 2011, which is consistent with the provisions of the Original Contract which requires the Original Contract not exceed five years, and continues regional technology clearinghouse operations as contained in previous amendments.
 - 2. This amendment specifically adds the addition of a Project Manager for the San Diego Regional Computer Aided Dispatch Interoperability Project (RCIP) for the period commencing February 1, 2010, ending on February 28, 2010.
 - 3. This amendment also adds the addition of a RCIP Project Manager for the entire extended period of performance from February 28, 2010, until April 6, 2011.
 - 4. This amendment provides for the continuation of the SDREGIN.
 - 5. The amendment also provides an optional incremental allocation to SDSURF of an amount not-to-exceed \$750,000 that is contingent upon (a) a decision by the San Diego Urban Area Working Group (UAWG) to support program management and commencement of SDREGIN implementation, and (2) written authorization from the City in accordance with applicable laws, rules, and regulation.

- D. Labor cost realignment will continue to be the responsibility of and at the discretion of the SDSURF Principal Investigator, and in no case will exceed the amended contract cost. However, all proposed labor cost changes in excess of \$450 per day must be provided in writing to the City for approval prior to any change(s) being made to ensure State and/or Federal requirements regarding daily rates or other labor cost restrictions can be met.
- E. The Parties desire to modify the original contract and SDSURF agrees to provide the additional performance within the amended not-to-exceed costs as set forth below.

NOW, THEREFORE, in consideration of the Recitals stated above, incorporated herein by this reference, and the mutual obligations of the Parties expressed herein, the City and SDSURF agree as follows:

1. That all the terms and conditions of the Original Contract are of full force and effect except as expressly and specifically previously amended to date and/or contained herein.
2. That the SCOPE OF SERVICES to the Original Contract is hereby amended to include an additional period of performance commencing on February 1, 2010, and ending February 28, 2010, for an amount not-to-exceed \$14,416, to be utilized solely for expenses and costs for the RCIP Project Manager.
3. That the SCOPE OF SERVICES to the Original Contract is hereby amended to include an additional period of performance commencing on February 28, 2010, and ending April 6, 2011, with a new not-to-exceed funding amount of \$2,530,049 (inclusive of the services described in Paragraph 2 above) as specified in paragraph 4, below, to perform the Milestones/Deliverables as specified herein.
4. That Attachment 2 COST SCHEDULE to the Original Contract as amended by amendments 1, 2 and 3 is hereby further amended as set out below.

A. A new Cost Schedule will be added to the Original Contract to reflect the required cost as follows:

Burdened Cost elements:	(\$)
Project and Collaboration Manager	219,027
Interoperable Communications Project Manager	225,396
Geographic Information System Project Manager	205,170
Technology Clearinghouse Project Manager	186,637
RCIP Project Manager	222,223
Technical Support	
Short term Senior Technical Support	2,983
GIS Tech Support 1	62,051

GIS Tech Support 2	84,674
Clearinghouse:	
Tech Lead	90,463
Website/Database Development	84,498
IT, and RTC 3Cs Mgr	96,053
WebEOC Tech and Training Support	85,810
Administrative and Project Support	109,263
Travel	18,688
Other Direct Costs - General (computers, mobile Phones, Office Supplies, wireless connectivity)	43,980
Facilities	43,133
Total	1,780,049
SDREGIN Program Management and Execution (Option per paragraph C.4. above)	750,000
Not-to-Exceed Total	\$2,530,049

5. That the sixth paragraph of Article 1, "Responsibilities of SDSURF," of the Original Contract be replaced in its entirety to read as follows:

All Services performed by the Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

This provision does not apply to information that (a) was publicly known, or otherwise known to the Consultant, at the time that it was disclosed to the Consultant by the City, (b) subsequently becomes publicly known through no act or omission of the Consultant, (c) otherwise becomes known to the Consultant other than through disclosure by the City, or (d) is required pursuant to a court order or governmental directive.

6. That the seventh paragraph of Article 1, "Responsibilities of SDSURF," of the Original Contract be replaced in its entirety to read as follows:

It is agreed that the Scope of Work as defined in the Original Agreement and its Attachments, and any amendments thereto, are based on those Federal and State laws, regulations or requirements in effect at the time of execution of such agreement, or amendment

thereto. Regulations or requirements promulgated after the date of execution of this amendment shall be incorporated by written amendment as required.

7. That Article 3, "Milestones/Deliverables," of the Original Contract be modified in its entirety to read as follows:

Milestone	Estimated Completion Date
Project Startup	Contract Initiation
Clearinghouse Operations and Services	Continuous
Program Management and Community Collaboration	Continuous
Monthly Activity and Status Reports	Monthly
Regional Strategic Technology Plan V2 (draft)	6 Months After Contract Initiation
Regional Strategic Technology Plan V2 final	10 Months After Contract Initiation
Clearinghouse Technology Assist Database Final Version	End of Contract
Clearinghouse Technology Review Quad Chart Compendium	End of Contract
Report of RCIP Phase One Completion Status	1 Month after Contract Initiation
Report of RCIP Phase Two Completion Status	5 Months after Contract Initiation
Report of RCIP Phase Three Completion Status	10 Months after Contract Initiation

8. Additional Services:

8.1 City Modification of Scope of Services. The City may, without invalidating this Amendment or the Original Contract, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Consultant's cost of, or the time required for, the performance of any of the Professional Services, the Consultant shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Consultant's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with the notice provisions of Article 14 of the Original Contract. If Consultant deems the adjustment to the Consultant's compensation is inadequate, the changes in the Scope of Services by altering, adding to or deducting from the Professional Services need not be performed by Consultant and such action will not invalidate this Agreement. The total cost for Services shall not exceed \$2,530,049 unless approved by Council action.

8.2 Written Authorization. Prior to performing any Services, the Consultant shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Services, Cost Schedule, or Milestones/Deliverables, and shall obtain the City's written

consent to the change prior to making any changes, except as provided herein. In no event shall the City's consent be construed to relieve the Consultant from its duty to render all Services in accordance with applicable laws and accepted industry standards.

9. That Article 11 of the Original Contract be replaced in its entirety to read as follows:

With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property, caused or claimed to be caused directly or indirectly by the acts or omissions of SDSURF, or SDSURF's employees, agents, and officers, arising out of any services performed under this Agreement, SDSURF agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of SDSURF, its employees, agents or officers, or any third party. SDSURF's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the established sole negligence or sole willful misconduct of the City, its agents, officers or employees.

10. That the following clause concerning "Compliance with Laws and Policies" be added to the Original Contract as follows:

10.1 GENERAL. SDSURF shall comply, and require each of its employees, agents, interns, volunteers, and subcontractors who provide services under the Original Agreement and/or any subsequent amendments thereto, to comply, with all applicable laws, rules, regulations, ordinances, resolutions, permits, and policies of the federal, state, and local governments, as they pertain to this Agreement, and which are included in, but limited to those listed in Paragraph X, "Conflicts of Interest" of this Agreement [SDSURF Representatives]. In addition, SDSURF shall immediately comply, and require each of its employees, interns, volunteers, and subcontractors to immediately comply, with all directives issued by the City, or its authorized representatives, under authority of any law, statute, ordinance, rule, or regulation.

10.2 CONFLICTS OF INTEREST.

10.2.1 SDSURF shall comply, and require that SDSURF Representatives shall comply with all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, each of the following:

- (a) California Government Code sections 1090 et. seq., and 81000 et. seq.;
- (b) California Corporations Code sections 7230 – 7238 (applicable to nonprofit mutual benefit corporations) and sections 5230 – 5240 (applicable to nonprofit public benefit corporations);

- (c) the City's Ethics Ordinance, codified in San Diego Municipal Code sections 27.3501 – 27.3595; and

- 10.2.2 The Parties are unaware of any financial or economic interest of any public officer or employee of the City or SDSURF relating to this Agreement. If such a financial and/or economic interest of SDSURF Representatives is determined to exist, the City will promptly terminate this Agreement by giving written notice thereof.
- 10.2.3 If, in performing its obligations and duties set forth in this Agreement, SDSURF Representatives make, or participates in making, a "governmental decision," as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same (or substantially all the same) duties for the City that would otherwise be performed by a City employee holding a position specified in the City's conflict of interest regulations, SDSURF Representatives shall be subject to the City's conflict of interest regulations, requiring the completion of one or more statements of economic interests, disclosing SDSURF Representative's relevant financial interests.
- 10.2.3.1 Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. SDSURF Representative's shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that TCC is subject to the City's conflict of interest regulations. TCC shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the SDSURF Representative was subject to the City's conflict of interest regulations.
- 10.2.3.2 If the City requires a SDSURF Representative to file a statement of economic interests as a result of the obligations and duties performed, TCC shall be considered a "City Official," subject to the provisions of the City's Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.
- 10.2.4 SDSURF shall establish, and make known to SDSURF Representatives, appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, and/or other relationships.
- 10.2.5 SDSURF Representatives, employed in performing the obligations and duties under this Agreement, shall not accept gratuities, or any other favors, from any clientele or potential clientele. SDSURF Representatives shall not recommend or specify any product, supplier, or contractor with whom

SDSURF has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

- 10.2.6 If SDSURF or SDSURF Representatives violates any conflict of interest law, or any of the provisions of Section 9.2 of this Agreement, the violation shall be grounds for immediate termination of this Agreement, and/or the imposition of other remedies set forth in Exhibit C. Further, any such violation shall subject SDSURF and/or SDSURF Representatives to liability to the City for attorney's fees and all damages sustained as a result of the violation.

11. That the following clause be added to the Original Contract as follows:

ADA Certification. SDSURF hereby certifies that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

12. Any modifications to this Amendment and the underlying Agreement shall be in writing and mutually agreed upon.

13. That the Original Contract, as modified by the first, second, third and fourth amendments, represents the entire understanding of the Parties.

14. Municipal Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

15. Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

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IN WITNESS WHEREOF, this Amendment to Agreement is executed by The CITY OF SAN DIEGO, acting by and through the Mayor pursuant to San Diego Municipal Code section 22.0209.

Dated this _____ day of _____, 20____.

THE CITY OF SAN DIEGO

By: _____
Hildred Pepper
City of San Diego

Dated this 3rd day of February, 2010.

SDSU RESEARCH FOUNDATION

By: Eugene Stein
Mr. Eugene Stein
Director
Sponsored Research Development
SDSU Research Foundation

I HEREBY APPROVE the form and legality of the foregoing Fourth Amendment to Agreement on this _____ day of _____, 20____.

Mr. Jan Goldsmith, City Attorney

By: _____
Deputy City Attorney

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE MAYOR OR HIS
DESIGNEE TO EXECUTE AN AMENDMENT TO A
CONTRACT FOR TECHNOLOGY CONSULTING SERVICES
WITH THE SAN DIEGO STATE UNIVERSITY RESEARCH
FOUNDATION.

WHEREAS, the San Diego Urban Area [SDUA] consists of San Diego County and the
incorporated cities within County; and

WHEREAS, the City of San Diego, as the core city of the SDUA, is the designated
administrative agency that manages the Urban Area Security Initiative Grant [UASI Grant]
through the City's Office of Homeland Security; and

WHEREAS, the City Council [Council] previously passed San Diego Resolution R-
300700, dated July 25, 2005, authorizing the application for, acceptance of, and expenditure of
Federal Fiscal Year 2005 Homeland Security grants, including the Urban Area Security Initiative
[UASI]; and

WHEREAS, the Council previously passed San Diego Resolution R-301305, dated
March 24, 2006, authorizing the execution of a contract with San Diego State University
Research Foundation [SDSURF] not to exceed a total of five years for \$563,775 to provide
various technology consulting services under the FY05 UASI Grant funds [Original Contract];
and

WHEREAS, the Original Contract was awarded on a sole source basis pursuant to San Diego Municipal Code section 22.3037; and

WHEREAS, the Council previously passed San Diego Resolution R-301551, dated June 22, 2006, authorizing the application for, acceptance of, and expenditure of FY06 UASI Grant funds in the amount of \$6,932,000; and

WHEREAS, on or about August 10, 2006, the City entered into a first amendment to the Original Contract which expanded the scope of services to include the concept definition and initial implementation of a regional technology clearinghouse, but did not increase the fees payable to SDSURF; and

WHEREAS, the Council previously passed San Diego Resolution R-302322, dated February 14, 2007, authorizing the execution of a second amendment to the Original Contract to allow for continued work using FY06 UASI Grant funds in the amount of \$1,213,525; and

WHEREAS, the Council previously passed San Diego Resolution R-302490, dated April 2, 2007, authorizing the application for, acceptance of, and expenditure of FY07 UASI Grant funds in the amount of \$12,792,000; and

WHEREAS, the Council previously passed San Diego Resolution R-303568, dated April 23, 2008, authorizing the execution of a third amendment to the Original Contract in an amount not to exceed \$2,959,143 to provide geographic information system services, interoperable communications services, project management, regional collaboration, and regional technology strategic planning support services; and

WHEREAS, the services to be provided by SDSURF under the Original Contract include technical experts to provide interoperable communications services and geographical information system services across all of the jurisdictions within the SDUA; and

WHEREAS, SDSURF also provides project management, regional collaboration, a technology clearinghouse, and regional technology strategic planning support services across the SDUA as an independent judge of technology, a neutral interface between SDUA jurisdictions and vendors offering competing technology solutions, and best practices in applying available technology to leverage scarce first response resources within SDUA; and

WHEREAS, these services are required to enhance homeland security within the SDUA; and

WHEREAS, the SDUA initiated a Regional Technology Partnership program [RTP] to be funded through the UASI; and

WHEREAS, the stated purpose of the RTP is to integrate technology to leverage scarce emergency response resources and provide a safe environment throughout the San Diego region; and

WHEREAS, the RTP established the Regional Technology Center [RTC] at SDSURF; and

WHEREAS, UASI grant expenditures, such as this contract amendment, must be processed in accordance with City rules, regulations, and procedures; and

WHEREAS, this amendment extends the Original Contract through April 6, 2011, at a not-to-exceed amount of \$2,530,049; and

WHEREAS, this amendment allows for the continued work and provision of technology subject matter expertise to support the RTC and the San Diego Regional Emergency Geospatial Information Network using UASI Grant funds, and also adds the position of a Regional Computer Aided Dispatch Interoperability Project Program Manager; and

WHEREAS, the not-to exceed amount in this amendment includes an optional allocation of \$750,000 [Optional Allocation] that is contingent upon a request by the SDUA Working Group, a subcommittee of the San Diego Unified Disaster Council, to contract with SDSURF for program management and implementation of a regional GIS program; and

WHEREAS, the initial funds allocated under this amendment will be in the amount of \$1,780,049, and will be subsequently modified to include the Optional Allocation if the additional scope of work is requested of SDSURF; and

WHEREAS, this amendment will provide continued delivery of vital services to enhance homeland security throughout the SDUA; and

WHEREAS, these programs will be carried out under the RTP as approved by the UDC in 2005; and

WHEREAS, this amendment serves a direct and substantial public purpose: NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor, or his designee, is hereby authorized and empowered to execute, for and on behalf of said City, an amendment to the Original Contract in an amount not to exceed \$2,530,049, for consultant services with the San Diego State University Research Foundation to provide regional geographical information system services, interoperable communications services, project

management, collaboration, and technology strategic planning support services, under the terms and conditions set forth in the amendment to the contract on file in the office of the City Clerk as Document No. RR-_____.

APPROVED: JAN I. GOLDSMITH, City Attorney

By _____
Rachel C. Lipsky
Deputy City Attorney

RCL:aml:ar
02/04/10
Or.Dept:Homeland Security
R-2010-551

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

