000823

CITY OF SAN DIEGO
MEMORANDUM

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 FY06 UASI Grant

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Your Sole Source Request for the above subject with San Diego State University Foundation (SDSURF) was approved and is valid through 12/30/2011. 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 1501. For questions, please contact Patrick Kelleher at x66214.

Tammy Rimes
Purchasing Agent

TR/mw

00-1825 DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE: February 28, 2008

SUBJECT: Amendment 3 to Agreement RR-301305 for Consultant Services with SDSU Research Foundation

GENERAL CONTRACT INFORMATION

Recommended Consultant:	San Diego State University (SDSU) Research Foundation
Amount of this Action:	2,959,143
Original Contract Amt:	563,775
All Other Actions:	1,213,525
Cumulative Amt:	4,736,443
Funding Source	Federal Grant
Goal:	15% Voluntary (MBE/WBE/DVBE/DBE)

SUBCONTRACTOR PARTICIPATION

There is no subconsultant activity associated with this action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

The San Diego State University Foundation (SDSU) submitted a Workforce Report for their San Diego office dated February 29, 2008, which indicates 160 employees. The analysis of the Workforce Report reflects under representation in the following areas:

Hispanic	Management & Financial, Administrative Support, Laborers
Asian	Management & Financial, Professional, Technical
Filipino	Management & Financial, Professional, Technical, Administrative Support

The San Diego State University Foundation (SDSU) submitted an Equal Opportunity Plan 5 years ago, which was approved by staff. However, the continued under representation reflected in their Workforce requires that an updated plan be submitted. Staff will review and monitor the plan for equal opportunity compliance upon receipt.

ADDITIONAL COMMENTS

The *Work Force Analysis* is attached.

by:AMJ

File: Admin WOFO 2000

Date WOFO Submitted: 2/29/2008

Input by: AMJ

Goals reflect statistical labor force availability for the following: 2000 CLFA

San Diego, CA

City of San Diego/Equal Opportunity Contracting

WORK FORCE ANALYSIS REPORT

FOR

Company: *San Diego State Research Foundation*

1. TOTAL WORK FORCE:

	CLFA	Black		CLFA	Hispanic		CLFA	Asian		CLFA	American Indian		CLFA	Filipino		White		Other	
	Goals	M	F	Goals	M	F	Goals	M	F	Goals	M	F	Goals	M	F	M	F	M	F
Mgmt & Financial	3.3%	0	1	11.9%	0	0	6.2%	0	0	0.4%	0	0	6.2%	0	0	8	13	0	1
Professional	4.0%	1	1	12.6%	1	5	6.5%	0	2	0.5%	0	0	6.5%	0	0	8	34	0	2
A&E, Science, Computer	2.8%	0	0	7.3%	0	0	16.2%	0	0	0.3%	0	0	16.2%	0	0	0	0	0	0
Technical	6.6%	0	3	14.8%	3	10	17.2%	2	4	0.4%	0	0	17.2%	0	0	2	26	0	3
Sales	3.9%	0	0	19.5%	0	0	6.8%	0	0	0.6%	0	0	6.8%	0	0	0	0	0	0
Administrative Support	7.0%	0	5	20.8%	1	2	8.8%	2	2	0.6%	0	0	8.8%	0	0	0	9	0	1
Services	5.5%	0	0	36.9%	0	0	9.7%	0	0	0.6%	0	0	9.7%	0	0	0	0	0	0
Crafts	4.5%	0	0	25.8%	1	0	9.1%	0	0	0.7%	0	0	9.1%	0	0	5	0	0	0
Operative Workers	4.3%	0	0	38.8%	0	0	20.8%	0	0	0.3%	0	0	20.8%	0	0	0	0	0	0
Transportation	8.1%	0	0	32.1%	0	0	4.5%	0	0	0.5%	0	0	4.5%	0	0	0	0	0	0
Laborers	4.4%	1	0	54.0%	0	0	4.1%	0	0	0.5%	0	0	4.1%	0	0	0	0	1	0
TOTAL		2	10		6	17		4	8		0	0		0	0	23	82	1	7

	TOTAL EMPLOYEES			Female Goals
	ALL	M	F	
Mgmt & Financial	23	8	15	39.8%
Professional	54	10	44	59.5%
A&E, Science, Computer	0	0	0	22.3%
Technical	53	7	46	49.0%
Sales	0	0	0	49.4%
Administrative Support	22	3	19	73.2%
Services	0	0	0	62.3%
Crafts	6	6	0	8.6%
Operative Workers	0	0	0	36.7%
Transportation	0	0	0	15.2%
Laborers	2	2	0	11.1%
TOTAL	160	36	124	

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

II. EMPLOYMENT ANALYSIS

	Black			Hispanic			Asian			American Indian			Filipino			Female		
	Goals	Actual	Discrepanc	Goals	Actual	Discrepanc	Goals	Actual	Discrepanc	Goals	Actual	Discrepanc	Goals	Actual	Discrepanc	Goals	Actual	Discrepancy
Mgmt & Financial	0.76	1	N/A	2.74	0	(2.74)	1.43	0	(1.43)	0.09	0	N/A	1.43	0	(1.43)	9.15	15	5.85
Professional	2.16	2	N/A	6.80	6	N/A	3.51	2	(1.51)	0.27	0	N/A	3.51	0	(3.51)	32.13	44	11.87
A&E, Science, Computer	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Technical	3.50	3	N/A	7.84	13	5.16	9.12	6	(3.12)	0.21	0	N/A	9.12	0	(9.12)	25.97	46	20.03
Sales	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Administrative Support	1.54	5	3.46	4.58	3	(1.58)	1.94	4	2.06	0.13	0	N/A	1.94	0	(1.94)	16.10	19	2.90
Services	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Crafts	0.27	0	N/A	1.55	1	N/A	0.55	0	N/A	0.04	0	N/A	0.55	0	N/A	0.52	0	N/A
Operative Workers	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Transportation	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00
Laborers	0.09	1	N/A	1.08	0	(1.08)	0.08	0	N/A	0.01	0	N/A	0.08	0	N/A	0.22	0	N/A

Goals are set by job categories for each protected group. An underrepresentation is indicated by a negative number, but if the DISCREPANCY is less than -1.00 position, a N/A will be displayed to show there is no underrepresentation.

000829

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

1. CERTIFICATE NUMBER (FOR AUDITOR'S USE ON): 2800605

105
04/15

TO:	2. FROM (ORIGINATING DEPARTMENT):	3. DATE:
CITY ATTORNEY	Office of Homeland Security	February 22, 2008

4. SUBJECT:
Amendment 3 to Agreement RR-301305 for Consultant Services with SDSU Research Foundation

5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.)	6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.)	7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED
Donna Faller, 533-6763, MS 810H	Jill Olen, 236-7164, MS 9A	☒

8.COMPLETE FOR ACCOUNTING PURPOSES

					9. ADDITIONAL INFORMATION / ESTIMATED COST:
FUND	18895	18895			No impact on General Fund. This contract is paid via Homeland Security grant funds as approved by the State and the San Diego County Unified Disaster Council.
DEPT.	18895	18895			
ORGANIZATION					
OBJECT ACCOUNT	4222	4222			
JOB ORDER	188955	188959			
C.I.P. NUMBER					
AMOUNT	$2,660,000	$299,143			

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIG. DEPT	JILL OLEN	2-26-08	8	DEPUTY CHIEF	JILL OLEN	3-11-08
2	EOCP		3-3-08	9	COO	JAY GOLDSTONE	3.11.08
3	LIAISON OFFICE	ED PLANK	3-1-08	10	CITY ATTORNEY	LORI THACKER	3.18.08
4	EAS		3/11/08	11	ORIG. DEPT	JILL OLEN	3-19-08
5	FINANCIAL MGMT	IRINA KUMITS	3-3-08		DOCKET COORD:	COUNCIL LIAISON	3/28/08
6	AUDITOR	FAYE HOWARD HALL	3-7-08	✓	COUNCIL PRESIDENT	☐ SPOB ☒ CONSENT ☐ ADOPTION ☐ REFER TO:	COUNCIL DATE: 4/15/08
7							

11. PREPARATION OF: ☒ RESOLUTIONS ☐ ORDINANCE(S) ☐ AGREEMENT(S) ☐ DEED(S)

Authorize the Mayor to execute an amendment to the contract for consultant services with the San Diego State University Research Foundation to provide geographical information system services, interoperable communications services, project management, regional collaboration and regional technology strategic planning support services.

11A. STAFF RECOMMENDATIONS:

Authorize the execution of the amendment.

12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.)

COUNCIL DISTRICT(S): ALL

COMMUNITY AREA(S): ALL

ENVIRONMENTAL IMPACT: This activity is not a (project) and is therefore not subject to CEQA pursuant to State CEQA Guidelines Section 15060(c)(3).

HOUSING IMPACT: NONE

OTHER ISSUES: NONE. THERE IS NO IMPACT TO THE GENERAL FUND.

000831

EXECUTIVE SUMMARY SHEET

DATE REPORT ISSUED: February 22, 2008 REPORT NO.:
ATTENTION: Council President and City Council
ORIGINATING DEPARTMENT: Office of Homeland Security
SUBJECT: AMENDMENT 3 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 accept 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 geographical information system services, interoperable communications services, project management, regional collaboration and regional 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: Accept 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 FY06 UASI grant, SDSURF provides two 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 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 was funded initially with the FY05 UASI grant at a cost of $563,775 through November 30, 2006, and the FY06 UASI grant funds for $1,213,525 which expire on March 31, 2008. This amendment extends the contract to allow for continued work and the additional hiring of a Technology Clearinghouse Project Manager and technology subject matter experts to support the clearinghouse using our regional FY07 UASI grant funds through March 31, 2010, at a not-to-exceed amount of $2,959,143.

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 31, 2011.

FISCAL CONSIDERATIONS: There are no fiscal impacts. All expenses will be paid through the federal FY07 UASI Grant. This grant has no local match requirement.

PREVIOUS COUNCIL and/or COMMITTEE ACTION: The City Council previously passed resolution 302490 dated March 27, 2007, authorizing the application for, acceptance of and expenditure of federal FY07 Homeland Security grants, including the UASI Grant. The grant was subsequently awarded at the net amount to the SDUA of $12,792,000. Council also passed resolution 301305 dated March 24, 2006, authorizing the execution of the initial contract with San Diego State Research Foundation for $563,775 to provide specific services under the FY05 UASI grant funds, in addition to resolution 302322 dated February 14, 2007, authorizing an extension of the contract for $1,213,525 to include additional scope of work.

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 Grant which funds the Regional Technology Partnership. This amendment to contract RR-301305 will provide continued delivery of vital services to enhance homeland security throughout the urban area. The services will be funded totally through the federal FY07 Urban Area Security Initiative Grant.

Originating Department

Deputy Chief/Chief Operating Officer

Attachment:
1. Sole Source Justification

000833

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2800605

ORIGINATING DEPT. NO.: 150

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
								TOTAL AMOUNT		

FUND OVERRIDE ☐

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: $2,959,143.00

Vendor: SDSU Research Foundation

Purpose: Authorize the third amendment to the agreement and expenditure of funds for consultant services.

Date: March 7, 2008 By: Faye Howard-Hall

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0	18895	18895		4222	188955				$2,660,000.00
002	0	18895	18895		4222	188959				299,143.00
								TOTAL AMOUNT		$2,959,143.00

AC-361 (REV 2-92)

FUND OVERRIDE ☐

AC 2800605

000835

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO A CONTRACT FOR CONSULTANT SERVICES WITH THE SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION FOR GIS AND COMMUNICATION SUPPORT.

WHEREAS, the City Council previously passed Resolution No. R-302490, dated April 2, 2007, authorizing the application for, acceptance of and expenditure of Federal FY07 Homeland Security grants, including the Urban Area Security Initiative [UASI] Grant, which was subsequently awarded in the amount of $12,792,000; and

WHEREAS, the City Council previously passed Resolution No. R-302322, dated February 14, 2007, authorizing the execution of an amendment to the contract to allow for continued work using FY06 UASI grant funds in the additional amount of $1,213,525; and

WHEREAS, the City Council previously passed Resolution No. R-301551, dated June 22, 2006, authorizing the application for, acceptance of and expenditure of Federal FY06 Homeland Security grants, including the UASI Grant in the amount of $6,392,000; and

WHEREAS, the City Council previously passed Resolution No. R-301305, dated March 24, 2006, authorizing the execution of the initial contract with San Diego State Research Foundation for $563,775 to provide the services under the FY05 UASI grant funds; and

WHEREAS, the City Council previously passed Resolution No. R-300700, dated July 25, 2005, authorizing the application for, acceptance of and expenditure of Federal FY 2005 Homeland Security grants, including the UASI; and

WHEREAS, the San Diego Urban Area initiated a Regional Technology Partnership program to be funded through the UASI; and

WHEREAS, 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; and

WHEREAS, this amendment extends the contract to allow for continued work using FY07 UASI grant funds in the additional amount of $2,959,143 as approved by the San Diego Unified Disaster Council; and

WHEREAS, this amendment will provide continued delivery of vital services to enhance homeland security throughout the urban area; NOW, THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego, that the Mayor be and he is hereby authorized and empowered to execute, for and on behalf of said City, an amendment to a contract in an amount not to exceed $2,959,143.00 for consultant services with the San Diego State University Research Foundation to provide geographical information system services, interoperable communications services, project management, regional collaboration, and regional 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: MICHAEL J. AGUIRRE, City Attorney

By Lori M. Macker
Lori M. Thacker
Deputy City Attorney

LMT:amt
03/18/2008
Or.Dept:Homeland Sec.
R-2008-768

000837

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

AMENDMENT 3 TO AGREEMENT RR-301305 FOR CONSULT ING SERVICES WITH SDSU RESEARCH FOUNDATION

This Amendment is made and effective as of March 1, 2008, as modification to 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 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.

B. The scope of work, as modified by amendments 1 and 2, 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, and included the terminology of a technology clearinghouse to describe those activities.

C. This modification extends the period of performance for 24 months consistent with the provisions of the original contract, and allows personnel additions and realignment of labor costs from the original plan to include regional technology clearinghouse operations. This amendment also provides for the initiation of phase one of the San Diego Regional Emergency Geospatial Information Network (SDREGIN) project, which establishes a baseline, needs analysis, data set identification, minimal data standards, and network design and roadmap for completion of the SDREGIN effort.

D. Labor cost realignment will be the responsibility of and at the discretion of the SDSURF PI, and in no case will exceed the amended contract cost.

E. The Parties desire to modify the original contract and SDSURF agrees to provide the additional performance within the amended not-to-exceed costs for this period as set forth below.

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

1. That all the terms and conditions of the Agreement for Professional Consulting Services for Geographic Information System, Interoperable Communications, Technology Strategic Planning, and Collaboration and Project Management dated April 6, 2006, between The City of San Diego, and SDSURF are of full force and effect except as expressly and specifically previously amended to date and herein.

2. That Attachments 1and 2 SCOPE OF SERVICES to the original agreement are hereby amended to include an additional period of performance commencing on March 1, 2008, and ending February 28, 2010, with a new not-to-exceed funding amount identified for that period as specified in paragraph 3, below.

3. That Attachment 1 COST SCHEDULE to the original agreement as amended by amendments 1 and 2 in the contract is hereby further amended as set out below.

A. A new cost schedule will be added to the basic contract to reflect the above wording and the required cost for the new period of performance as follows:

Burdened Cost elements:	($)
Project and Collaboration Manager	426,926
Interoperable Communications Project Manager	350,458
Geographic Information System Project Manager	273,193
Technology Clearinghouse Project Manager	296,696
SDREGIN Program Definition and Management	480,000
Technical Support	606,315
Administrative and Project Support	186,707
Travel	34,469
Other Direct Costs - General (computers, mobile Phones, Office Supplies, wireless connectivity)	48,202
Facilities	82,177
3Cs, security and technical hardware	174,000
Total	$2,959,143

4. That Article 3 of the basic contract be modified as follows:

Milestone	**Estimated Completion Date**
Project Startup	Contract Initiation
Hiring of SDREGIN project consultant	TBD
Update of Regional Strategic Technology Plan	Periodic
Clearinghouse Concept Refinement	*ongoing*
Clearinghouse Operations	Continuous
SDREGIN Concept definition	EOT
Monthly Reports	Monthly
Program Management and Community Collaboration	Continuous

5. Additional Services – The CITY may require additional services that are outside the Scope of Work and Compensation listed in Article 2 and 3 above, but are required to complete the project. Additional Services, if any, shall be authorized only by written change order(s) executed by both parties. Such additional services shall be billed by SDSURF in accordance with rates consistent in the Cost Schedule including additional support, equipment, facilities and travel expenses. The total cost shall not exceed $2,959,143 unless approved by Council action.

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

7. That the original contract, as modified by the first and second amendments, represents the entire understanding of the Parties.

(Remainder of Page Intentional Left Blank)

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 _____, 2008.

THE CITY OF SAN DIEGO

By: _____
Tammy Rimes
City of San Diego

Dated this 10th day of April, 2008.

SDSU RESEARCH FOUNDATION

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

I HEREBY APPROVE the form and legality of the foregoing Third Amendment to Agreement on this ____ day of _____, 2008.

Mr. Michael Aguirre, City Attorney

By: _____

Deputy City Attorney