TO: HONORABLE CITY COUNCIL

FROM: CITY MANAGER DEPARTMENT: POLICE

DATE: SEPTEMBER 20, 2004 CMR:419:04

SUBJECT: APPROVAL OF AMENDMENT NUMBER TWO TO JOINT FUNDING AGREEMENT FOR THE SILICON VALLEY REGIONAL INTEROPERABILITY PROJECT

RECOMMENDATION

Staff recommends that the Council authorize the City Manager to execute Amendment Number Two to the Joint Funding Agreement (JFA) with other Santa Clara County cities to update the current scope and authority of the Project.

BACKGROUND

Public safety agencies in Santa Clara County have been confronted with a number of performance issues associated with inefficient and untimely exchange of information, a lack of inter-agency field communication, and unnecessarily long call processing times. These limitations severely impact the delivery of timely and quality law enforcement, fire and emergency medical services in Palo Alto and throughout the County.

Public safety operations require effective command, control, coordination, communication, and sharing of information from criminal justice and public safety agencies, as well as public utilities, transportation companies and, in some instances, even private industry.

In 1998, at the direction of the Santa Clara County City Managers’ Association, the Santa Clara County Police and Fire Chiefs established two working groups to study interoperability issues. Interoperability provides public safety with the ability to talk across disciplines and jurisdictions via radio communications
systems, exchanging voice and/or data with one another on demand, in real time, when needed.

In 2001, this collaboration was solidified under a formal governance structure. A Joint Funding Agreement (Attachment A) was executed by governing bodies from the Cities of Palo Alto (CMR:245:01), Cupertino, Mountain View, Sunnyvale, Santa Clara, Campbell, Morgan Hill, Milpitas, Gilroy, Monte Sereno, Los Altos, San Jose, Saratoga, the Towns of Los Altos Hills and Los Gatos, San Jose State University, the California Department of Forestry (South County Fire District) and the Santa Clara Valley Water District. The Silicon Valley Regional Interoperability Project (SVRIP) was established at that time. A Steering Committee was established to provide oversight for the project. A copy of the organizational structure for the project is provided in Attachment B. The City of Palo Alto continues to take a leadership role, by serving as Project Director on the Steering Committee.

Each participating jurisdiction (Network Participant) made an equal contribution of approximately $19,500 as “seed” funding to hire a consultant, tasked with determining the interoperability needs of the stakeholder agencies and making recommendations to achieve seamless interoperability.

In 2002, the Steering Committee terminated the original contract for consulting services with Doolittle and Associates for failure to achieve the deliverables (Attachment C). As a result, a substantial portion of the original funds for the project were retained, and the Committee opted to rely upon in-house technical and operational expertise to move the initiative forward. With no change in the funding amount or scope of authority, the participating agencies in the JFA executed Amendment Number One to the JFA in May 2002 to reflect the change from outside consultant to in-house assistance.

Subsequently, the Committee determined that from a workload perspective, it had become virtually impossible to manage the project as a collateral assignment. Although the Network Participants had made significant progress in identifying the requirements to achieve interoperability, they lacked the expertise to bring these solutions together. The Steering Committee conducted an exhaustive search for professional services to assist with the project, issued a competitive Request for Proposal (RFP) and hired Northrop Grumman in November 2003 to serve as Project Manager and Systems Integrator on the SVRIP (Attachment D).

In addition, using an entrepreneurial approach, the Committee established a partnership with Northrop Grumman to identify and secure the funding that would be needed to implement the various strategies and new technologies. A long-standing government contractor, Northrop Grumman clearly had the political
influence to assist project staff in navigating the complexities of a newly forming Department of Homeland Security. The services provided under this portion of the Agreement, although defined within the Scope of Services for the Agreement, are provided at no cost and project staff are guided at all times by the Project’s attorney in this process.

This report recommends that the Council provide the City Manager with the authority to execute Amendment Number Two to the JFA and includes information about the specifics the Amendment will provide.

**DISCUSSION**

Since its inception, the SVRIP has sought to address both voice communication interoperability and the need for real-time, on-demand exchange of information. Those involved with the project have long understood that, along with the technological changes needed to effectuate true interoperability, business process and operational change would be needed as well.

The expanded scope of the second amendment to the JFA provides the structure necessary to keep the SVRIP efforts moving forward, continue outreach to other local, state and federal agencies, establish partnerships with other private and governmental entities and take full advantage of funding opportunities as they become available. Such outreach and regional approaches to solving interoperability issues is now a requirement imposed to gain access to federal funding.

The amendment: 1) provides an update on the status of the project, documenting the funding received to date on the SVRIP; 2) redefines and updates the purpose of the project; 3) allows for partnerships with other government agencies and private enterprise; 4) establishes a website; 5) allows for demonstration “pilot” projects; 6) expands the composition of the Steering Committee to reflect a need to have a County Executive on the Committee and a representative from the San Jose UASI; and 7) provides for the addition of new adhoc members. The amendment contemplates the future of interoperability and provides enough scope and authority to ensure the project can continue moving forward. It further defines the fiscal agent responsibility, which, along with legal services, has been provided by the City of Mountain View.

Under this amended agreement, the SVRIP can continue in its efforts to achieve interoperability and build on the successes to date on the project.
Although other localities face similar problems in establishing interoperable communications systems, SVRIP has surpassed the level of other projects by mustering a cooperative coalition of over 30 public and private entities.

Continued participation on the Silicon Valley Regional Interoperability Project has a great benefit to the City of Palo Alto. By partnering with other local municipalities, Palo Alto’s first responders will reap the benefit of information gained through this project and minimize the financial impact on the City budget.

**RESOURCE IMPACT**

The City of Palo Alto has invested $19,500 in the project. To date the project has secured an additional $10 million in federal grant funds to carry the project. No appropriation of monies by the City Council is required at this time.

**POLICY IMPLICATIONS**

This agreement is consistent with existing City policy.

**ENVIRONMENTAL REQUIRED**

Any environmental impact under the California Environmental Quality Act (CEQA) will be determined in subsequent phases of the project.

**ATTACHMENTS**

Attachment A: Joint Funding Agreement (Original & Amendment 1)
Attachment B: Steering Committee Organization Chart
Attachment C: CMR:245:01
Attachment D: Professional Services Agreement, Northrop Grumman Corporation

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