



CITY OF
**PALO
ALTO**

COUNCIL MEETING

2/10/2020

Received Before Meeting

7

TO: HONORABLE CITY COUNCIL

FROM: KEN DUEKER, CHIEF – OFFICE OF EMERGENCY SERVICES (OES)

DATE: 10 FEBRUARY 2020

SUBJECT: ITEM 7 - APPROVAL OF AMENDMENT NUMBER 2 TO CONTRACT NUMBER S16163447 WITH BRAD HORAK CONSULTING FOR PUBLIC SAFETY NETWORK AND WIRELESS CONSULTING SERVICES TO INCREASE THE AMOUNT BY \$40,000, FOR A NEW NOT-TOEXCEED AMOUNT OF \$140,000

The City Manager Report (CMR) included the draft contract amendment. Staff finalized the contract amendment after the CMR was published.

Ken Dueker
Chief, OES

Ed Shikada
City Manager

**AMENDMENT NO. 2 TO CONTRACT NO. S16163447
BETWEEN THE CITY OF PALO ALTO AND
BRAD HORAK CONSULTING**

This Amendment No. 2 (this "Amendment") to Contract No. S16163447 (the "Contract" as defined below) is entered into as of February 10, 2020, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and BRAD HORAK CONSULTING, a sole proprietor, located at P.O. Box 60700, Palo Alto, CA 94306 ("CONSULTANT"). CITY and CONSULTANT are referred to collectively as the "Parties" in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of enhancement of wireless and mobile network communications for Public Safety capabilities and larger emergency response and recovery applications, as detailed therein.

B. The Parties now wish to amend the Contract in order to increase the not to exceed maximum compensation by Forty Thousand Dollars (\$40,000.00), to a new total not to exceed amount of One Hundred Forty Thousand Dollars (\$140,000.00), as detailed herein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean Contract No. S16163447 between CONSULTANT and CITY, dated April 4, 2016, as amended by:

Amendment No. 1, dated June 11, 2018

- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 4, "NOT TO EXCEED COMPENSATION of the Contract is hereby amended to read as follows:

"The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A", including both payment for professional services and reimbursable expenses, shall not exceed One Hundred Forty Thousand Dollars (\$140,000.00). In the event Additional Services are authorized, the total compensation for Services, Additional Services and reimbursable expenses shall not exceed One Hundred Forty Thousand Dollars (\$140,000.00). The applicable rates and schedule of

Vers.: Aug. 5, 2019

payment are set out at Exhibit "C-1", entitled "HOURLY RATE SCHEDULE," which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit "A".

SECTION 3. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 4. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment **effective** as of the date first above written.

CITY OF PALO ALTO

BRAD HORAK CONSULTING

City Manager (Contract over \$85k)

Officer 1

DocuSigned by:
By: 
Name: Brad Horak
Title: consultant

APPROVED AS TO FORM:

City Attorney or designee
(Contract over \$25k)

Certificate Of Completion

Envelope Id: 9AAB9FBCD82F4BF2BDABC23B2F72B2D1	Status: Completed
Subject: Please DocuSign: S16163447 - Brad Horak Consulting (Amendment 2).pdf	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kim Nguyen
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	kim.nguyen@cityofpaloalto.org
	IP Address: 199.33.32.254

Record Tracking

Status: Original 1/31/2020 9:00:10 AM	Holder: Kim Nguyen kim.nguyen@cityofpaloalto.org	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

Signer Events

Brad Horak
brad@horak.org
Consultant
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

CC7F473F6836415...
Signature Adoption: Pre-selected Style
Using IP Address: 149.20.50.119

Timestamp

Sent: 1/31/2020 9:07:49 AM
Viewed: 2/3/2020 12:21:58 PM
Signed: 2/3/2020 12:25:29 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Nathaniel Rainey
Nathaniel.Rainey@CityofPaloAlto.org
Emergency Services Coordinator
City of Palo Alto
Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/3/2020 12:25:30 PM
Viewed: 2/3/2020 12:45:45 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	2/3/2020 12:25:30 PM
Certified Delivered	Security Checked	2/3/2020 12:25:30 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	2/3/2020 12:25:30 PM
Completed	Security Checked	2/3/2020 12:25:30 PM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------