



City of Palo Alto

City Council Staff Report

(ID # 10603)

Report Type: Consent Calendar

Meeting Date: 9/9/2019

Summary Title: Approval of Amendment No. 1 with PSI Inc for Critical Communications Support

Title: Approval of Amendment Number 1 to Contract Number C16160578 With Public Safety Innovation (PSI) to add \$100,000 for a new Not-to-Exceed Amount of \$350,000 to Provide Additional Services to the Office of Emergency Services for Critical Communications Support

From: City Manager

Lead Department: Office of Emergency Services

Recommended Motion

Staff recommends that Council consider the following motion: To authorize the City Manager or his designee to execute Amendment Number 1 to Contract No. C16160578 with Public Safety Innovation (PSI) to add \$100,000 for a new Not-to-Exceed amount of \$350,000 to provide additional services to the Office of Emergency Services (OES) for Critical Communication Support.

Recommendation

Staff recommends that Council approve and authorize the City Manager or his designee to execute Amendment Number 1 to Contract No. C16160578 with PSI to add \$100,000 for a new Not-to-Exceed amount of \$350,000 to provide additional services to the Office of Emergency Services for Critical Communication Support.

Background

The City of Palo Alto engages with PSI to provide maintenance for specialized emergency response vehicles under the purview of OES. This includes the Mobile EOC (Freightliner), the OES Director's Command Vehicle (Ford F-250), and Support Vehicle (Ford F-550), as well as supporting other specialized equipment including the Public Works Mobile Department Operations Center Trailer, an OES Incident Command Post trailer, and other emerging alternative power projects.

Discussion

The original contract executed on 29 February 2016 apportioned \$250,000 over five years, ending on 28 February 2021. OES has expended the majority of the funds available in this purchase order by increasing systems and capabilities such as the development of a Public Works Mobile Department Operations Center vehicle and an all-electric utility terrain vehicle (UTV); but also by improving the existing fleet of vehicles with lifecycle replacement of components and enhancements that increase their resiliency and functionality. Additional services are required for planned projects and efforts , while also providing scheduled as well as unscheduled maintenance services on specialized components and sub-systems of this fleet of equipment over the remaining period of this contract.

Resource Impact

Funding for the additional services in Amendment Number 1 is available in the OES operating budget for FY 2020. Funds for remaining term of the contract in FY 2021 are contingent upon Council approval of the budget for that year. The department would return to Council if a budget amendment is needed in the future.

Environmental Review

These services do not constitute a project for the purposes of the California Environmental Quality Act.

Attachments:

- Amendment No1 to Contract C16160578_Contractor Signature

**AMENDMENT NO. 1 TO CONTRACT NO. C16160578
BETWEEN THE CITY OF PALO ALTO AND
PUBLIC SAFETY INNOVATION, INC.**

This Amendment No. 1 (this “Amendment”) to Contract No. 16160578 (“Contract”) is entered into September 30, 2019, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and PUBLIC SAFETY INNOVATION, INC., a California S-Corporation, located at 9910 Horn Road, Suite 1, Sacramento, CA 95827 (“CONSULTANT”).

RECITALS

A. The Contract was entered into between the parties on March 31, 2016 for the provision of providing a critical emergency response (Command, Control, Computer, Communications) C4I system for the City’s Office of Emergency Services, as detailed therein; and

B. The parties wish to amend the Contract to increase the not to exceed maximum compensation by One Hundred Thousand Dollars (\$100,000.00), to a new total not to exceed amount of Three Hundred Fifty Thousand Dollars (\$350,000.00), as detailed in this Amendment.

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. 16160578 between CONSULTANT and CITY, dated February 29th, 2016.
- b. **Other Terms.** 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 Three Hundred Fifty Thousand Dollars (\$350,000.00). The applicable rates and schedule of 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 herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments 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 hereby fully incorporated herein by this reference.

SIGNATURE OF THE PARTIES

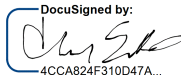
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

[CONSULTANT]

City Manager (Contract over \$85k)

Officer 1

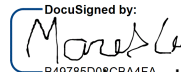
By: 
Name: Chuck Schuler

APPROVED AS TO FORM:

Title: President / CEO

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

Officer 2 (Required for Corp. or LLC)

By: 
Name: Marek Lechowski

Title: CTO