



City of Palo Alto

City Council Staff Report

(ID # 10943)

Report Type: Consent Calendar

Meeting Date: 2/10/2020

Summary Title: Approval of Amendment No. 2 with Brad Horak Consulting for Network & Wireless Consulting Services

Title: 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-To-Exceed Amount of \$140,000

From: City Manager

Lead Department: Office of Emergency Services

Recommendation

Staff recommends that Council approve and authorize the City Manager or his designee to execute a Contract Amendment No. 2 with Brad Horak Consulting to add additional services and increase compensation by \$40,000 for a total not-to-exceed amount of \$140,000.

Background

Palo Alto OES initiated this contract in April 2016 with a three-year period of performance at a cost of \$60,000. It is a professional services contract for wireless and mobile network communications consulting to enhance Public Safety capabilities and broader emergency response and recovery applications.

Discussion

Given the increasing use of technology in public safety applications, specialized technical expertise becomes necessary to assist our departments in the development and management of emerging technological solutions. Over this past period of performance, OES has been able to leverage this contract to:

- assist in the planning of the Public Safety Wireless Network project including the network architecture for mobile and fixed sites, including 4.9GHz and other frequencies and network protocols (WiMax, etc.),
- understand the efforts of the CTC Wireless / Fiber to the Home vendor study and providing recommendations on implementation opportunities.

- provide recommendations in the use of wireless technologies for the public safety vehicle fleet and if necessary fixed facilities; conduct related research and determine network configurations to assist in the implementation of such recommendations.
- evaluate existing networks and interoperability with microwave, satellite, fiber, and other connectivity, both internal to the City as well as to the Internet and other agencies.
- evaluate options for improving network resilience among EOCs and 9-1-1 centers in the northern Santa Clara County area.
- provide radio communications support for the Mobile Emergency Operations Center.
- assist OES staff in maintaining telecommunications systems and provide communications technician assistance during MEOC deployments on an ad hoc basis.

To meet these needs, OES initiated this contract in April 2016 for three years for a total of \$60,000.

Amendment No. 1 extended the period of performance until 3 April 2021 and added \$40,000 for a then not-to-exceed amount of \$100,000. OES now requests additional services that will allow this vendor to assist in the implementation of network solutions using the National FirstNet system¹, the rollout of network devices to enable service on emerging 5g networks, and the transition of communications gear from legacy to newer network platforms.

Timeline, Resource Impact, Policy Implications (If Applicable)

Funds needed for Amendment No. 2 are available in FY 2020 Adopted Operating Budget for OES, which include funding for wireless network consulting services.

Environmental Review

The recommendation in this report does not constitute a project requiring review under the California Environmental Quality Act (CEQA).

Attachments:

- S16163447 - Brad Horak Consulting (Amendment 2)Draft

¹ FirstNet is a Federally funded, AT&T provided high-speed, nationwide wireless broadband network dedicated to public safety. <https://www.firstnet.gov/network>

**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 January 27, 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. Section _____ of the Contract is hereby amended to read as follows:~~

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~~SECTION 4. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:~~

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~~a. Exhibit "A" entitled " _____ ", ADDED / AMENDED, REPLACES PREVIOUS.~~

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~~b. Exhibit "B" entitled " _____ ", ADDED / AMENDED, REPLACES PREVIOUS.~~

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~~c. Exhibit "C" entitled " _____ ", ADDED / AMENDED, REPLACES PREVIOUS.~~

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SECTION 45. 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.

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SECTION 56. 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
CONTRACTOR / CONSULTANT

City Manager (Contract over \$85k)
~~Purchasing Manager (Contract over \$25k)~~
~~Contracts Administrator (Contract under \$25k)~~

Officer 1

By:
Name:
Title:

APPROVED AS TO FORM:

~~Officer 2 (Required for Corp. or LLC)~~

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

~~By:~~
~~Name:~~
~~Title:~~

Contracts Administrator
(Checklist Approval)

~~Attachments:~~