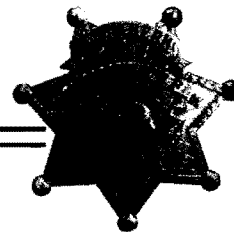


Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12th Floor, Oakland, CA 94612-4305



Gregory J. Ahern, Sheriff

Director of Emergency Services
Coroner - Marshal

AGENDA _____ February 28, 2012

February 28, 2012

Honorable Board of Supervisors
County Administration Building
1221 Oak Street, Room 536
Oakland, CA 94612

SUBJECT: APPROVE CONTRACT AMENDMENTS WITH CYTEL GROUP, INC. FOR HOMELAND SECURITY/EMERGENCY RESPONSE PLANNING SERVICES

RECOMMENDATION:

It is respectfully requested that your Honorable Board approve two (2) contract amendments with Cytel Group, Inc. (Principal: Ann Marie Baker, President, Castro Valley, CA), procurement contracts #7095 and #7096, to provide Homeland Security/Emergency Response Planning Services for the Alameda County Sheriff's Office Explosive Ordnance Disposal Squad (EOD) and Special Response Unit (SRU), increasing the amount of each contract by \$25,000 from \$250,000 to \$275,000; a total increase of \$50,000 for both contracts, for the period beginning November 1, 2011 through March 1, 2013.

DISCUSSION/SUMMARY:

On November 1, 2011, your Board approved two (2) contracts with Cytel Group, Inc. to provide Homeland Security/Emergency Response Planning Services for the Alameda County Sheriff's Office Explosive Ordnance Disposal Squad (EOD) and Special Response Unit (SRU). The original contracts were for \$250,000 each and are for the period November 1, 2011 to March 1, 2012. We have determined that the amount allocated in the original contract was insufficient for the projects assigned. An increase of \$25,000 for each contract is needed for Cytel Group, Inc. to complete all of the necessary planning projects. The contract allows for a one year extension, which will extend the contract period for both contracts through March 1, 2013.

The scope of work for both projects consists of the researching nationally recognized standards and best practices and converting this data into usable policies and procedures for the Alameda County Sheriff's Office Explosive Ordnance Disposal Squad (EOD) and Special Response Unit (SRU). Additionally, the project included the development of a Field Operation Guide that members of the aforementioned first responder groups could use as a ready reference tool to ensure all actions are commensurate with nationally recognized standards and Homeland Security requirements. The increase in funding will be necessary to further develop the Field Operation Guide into a computer application that is readily accessible, easily transportable, and have the ability to be updated on a continual basis as response protocols change.

SELECTION CRITERIA/PROCESS:

A formal bid process was conducted by the Sheriff's Office on August 8, 2011. Only one vendor replied to the request: Cytel Group Inc. After reviewing the bid, the Sheriff's Office selected to award the contract to Cytel Group, Inc. Cytel Group, Inc is a certified SLEB as well as a woman owned business.

FINANCING:

Funding for these increased costs has been identified within the 2009 State Homeland Security Grant Program (SHSGP) to pay for these services. No additional appropriation is required and this action does not increase the net County cost in FY 2011-2012 or subsequent years.

B. J. Ahern

for *G. J. Ahern*
Gregory J. Ahern
Sheriff-Coroner

cc: County Administrator
Auditor-Controller-Recorder

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT
First Amendment**

This First Amendment, effective February 28, 2012, is entered into by the County of Alameda ("County") and Cytel Group, Inc ("Contractor").

Whereas, County and Contractor entered into an Agreement for Homeland Security/Emergency Response Planning (Special Response Unit) Services for the period of November 1, 2011 – March 1, 2012 (hereinafter "Agreement"); and

Whereas, County and Contractor desire to amend the compensation payable and further amend said Agreement as hereinafter set forth herein;

Now, therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

- I. COUNTY and CONTRACTOR agree to amend the Agreement to change the term of agreement of the contract, so that:
 1. Page 1, the fourth paragraph under "Witnesseth" shall now provide as follows: "The term of this Agreement shall be from March 1, 2012 through February 28, 2013."
2. COUNTY and CONTRACTOR agree to amend the Agreement to change the total not-to-exceed amount of the contract, so that:
 1. Page 1, the fifth paragraph under "Witnesseth" shall now provide as follows: "The compensation payable to Contractor hereunder shall not exceed two hundred seventy-five thousand dollars (\$275,000.00) for the term of this Agreement."
 2. Exhibit B, Total Compensation, shall be amended to provide: "The total payments by County to Contractor under the terms of this Agreement shall not exceed \$275,000. This amount includes all taxes and all other charges."

Except as herein expressly provided and modified by this Amendment, all of the terms and provisions of the Agreement between the COUNTY and CONTRACTOR are and remain in full force and effect.

In the event of any conflict, direct or indirect, between the terms of the Agreement and this First Amendment, this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the day and year first above written.

COUNTY OF ALAMEDA

Cytel Group, Inc

By: _____
Nate Miley, President
Alameda County Board of
Supervisors

By: _____
Cytel Group, Inc
Ann Marie Baker, Principal

Date: _____

Date: 2/17/12

Approved as to Form:
Donna Ziegler, County Counsel for the
County of Alameda

By: _____
Raymond Lara, County Counsel

Date: 2/17/2012

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted executed this Agreement

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT
First Amendment**

This First Amendment, effective February 28, 2012, is entered into by the County of Alameda ("County") and Cytel Group, Inc ("Contractor").

Whereas, County and Contractor entered into an Agreement for Homeland Security/Emergency Response Planning (Explosive Ordnance Disposal) Services for the period of November 1, 2011 – March 1, 2012 (hereinafter "Agreement"); and

Whereas, County and Contractor desire to amend the compensation payable and further amend said Agreement as hereinafter set forth herein;

Now, therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

- I. COUNTY and CONTRACTOR agree to amend the Agreement to change the term of agreement of the contract, so that:
 1. Page 1, the fourth paragraph under "Witnesseth" shall now provide as follows: "The term of this Agreement shall be from March 1, 2012 through February 28, 2013."
 2. COUNTY and CONTRACTOR agree to amend the Agreement to change the total not-to-exceed amount of the contract, so that:
 1. Page 1, the fifth paragraph under "Witnesseth" shall now provide as follows: "The compensation payable to Contractor hereunder shall not exceed two hundred seventy-five thousand dollars (\$275,000.00) for the term of this Agreement."
 2. Exhibit B, Total Compensation, shall be amended to provide: "The total payments by County to Contractor under the terms of this Agreement shall not exceed \$275,000. This amount includes all taxes and all other charges."

Except as herein expressly provided and modified by this Amendment, all of the terms and provisions of the Agreement between the COUNTY and CONTRACTOR are and remain in full force and effect.

In the event of any conflict, direct or indirect, between the terms of the Agreement and this First Amendment, this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the day and year first above written.

COUNTY OF ALAMEDA

Cytel Group, Inc

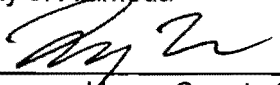
By: _____
Nate Miley, President
Alameda County Board of
Supervisors

By:  _____
Cytel Group, Inc
Ann Marie Baker, Principal

Date: _____

Date: 2/17/12

Approved as to Form:
Donna Ziegler, County Counsel for the
County of Alameda

By:  _____
Raymond Lara, County Counsel

Date: 2/17/2012

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted executed this Agreement