

AMENDMENT NO. 1

CONTRACT NO. 30000561

FOR

UASI Resource Management Assessment and Plan

Pursuant to Ordinance No. \_\_\_\_\_

This Contract was made and entered by and between TechLaw Inc, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. This contract is hereby extended through December 15, 2010.
2. The Statement of Work and Payment Schedule are amended in accordance with the attached Exhibit A.
3. Additional compensation is necessary and shall not exceed \$125,000.
4. The additional compensation is funded through the 2007 & 2008 Urban Area Security Initiative Grant Program.
5. The Contract has never authorized the use of a G & A Loading Factor for Travel and Other Direct expenses of the Contractor's work or obligation and this amendment document, signed by both parties, reiterates that point.

All other terms and conditions shall remain unchanged and in full force and effect.

## CONTRACTOR SIGNATURE:

This contract amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same contract amendment.

The parties agree the City and Contractor may conduct this transaction by electronic means, including the use of electronic signatures.

TechLaw IncBy: Judy Manley Date: 3/18/10Name: Judy ManleyTitle: Senior Vice PresidentAddress: 14500 Avion Parkway, Suite 300, Chantilly, VA 20151Telephone: 703-818-3233

Contract No. 30000561 Amendment/Change Order No. \_\_\_\_\_

Contract Title: UASI Resource Management Assessment and Plan

**CITY OF PORTLAND SIGNATURES:**

By: N/A  
Purchasing Agent

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Elected Official

Date: \_\_\_\_\_

Approved:

By: N/A  
Office of City Auditor

Date: \_\_\_\_\_

APPROVED AS TO FORM

Approved as to Form:

By: *Amela Mung*  
Office of City Attorney

Date: \_\_\_\_\_

## **Exhibit A: Amended Statement of Work and Payment Schedule**

**The Phase 3 scope of work described on page 10 of the original contract is replaced with the following Phase 3 scope of work:**

### **Phase 3: Create Plan and Get Acceptance of Plan**

**Task A.** The Contractor will conduct research into processes for regional (multi-county) resource management according to the following specifications:

1. Research will include an investigation of resource management processes currently in place in the emergency operations centers of the five Urban Area counties and the City of Portland. Research will focus on –
  - a. Ordering, mobilization, and tracking policies and procedures.
  - b. Forms, numbering/accounting systems, and technologies that support resource ordering, mobilization, and tracking.
2. Research will include an investigation of response entities within other organizations, regions, or states that are similar to the Expanded Resource Ordering Group, as described in the Model Resource Management System. This will include, at a minimum, an investigation of state and national wildland firefighting organizations and Portland region public health and healthcare multi-agency coordination organizations (Northwest Oregon Health Preparedness Organization/Oregon Region 1).
3. Contractor time expended in the research described here will not exceed 230 hours.

**Task B.** Conduct a series of focus group sessions for, at a minimum, the Strategy Focus Group and the Logisticians Focus Group, for the purposes of providing opportunity for input, review, and comment for the progression of Regional Resource Management Plan drafts described in task C, sub-section 3 below. The contractor will conduct at least three meetings with the Strategy Focus Group and at least three meetings with the Logisticians Focus Group. The Contractor will document discussion, plan comments, and decision items from these meetings.

**Task C.** Develop a PUA Regional Resource Management Plan in accordance with sub-sections 1-3 below that addresses relevant information, capability gaps, and recommendations from the final Assessment Report and the Model Resource Management System. The plan will address the planning objectives and follow the plan scope and format that were established in Phase 2.

1. Develop a plan that describes how resources will be shared between jurisdictions and especially between counties. It will establish policies, concepts of operation, and procedures that will be used by resource managers at the Multi-Agency Coordination System/Emergency Operations Center level and that will be necessary for inter-jurisdictional resource sharing.
2. The Contractor and the City agree that the suggested plan elements and characteristics described in RFP 109912 (Pg. 6) and that are further described in the Contractors proposal (pp. 15-16) are very desirable plan elements and characteristics.
3. The Contractor will deliver the following progression of drafts to the Resource Management Committee project manager, according to stated deadlines, and specifications:

Draft Version	Deadline
a. Initial discussion draft (strawman)	4/1/2010
<u>Specifications:</u> The initial discussion draft will incorporate a complete outline of the plan, appendixes, and tabs that will be incorporated in the final plan. It will include content that reflects the current consensus on the issues described in the model resource management system. It will include highlighted content that clearly displays issues requiring further discussion and decision by focus groups.	
b. Working draft	4/23/2010
<u>Specifications:</u> The working draft will incorporate all comments received on the initial discussion draft by the focus groups and the Urban Area Resource Management Committee. It will be a complete plan, with draft content in every section, appendix, and tab.	
c. Coordinating draft	5/31/2010
<u>Specifications:</u> The coordinating draft will incorporate comments received on the working draft. It will reflect the final consensus of the focus groups. It will be suitable for distribution to and review by all plan stakeholders, including incident managers; city, county, and state emergency managers; public safety officials; and UASI discipline working groups.	
d. Final draft	6/14/2010
<u>Specifications:</u> The final draft will incorporate all stakeholder feedback on the coordinating draft that is vetted through the focus groups and approved by the Resource Management Committee. It will be suitable for any required legal review, as determined by the project manager.	
e. Final, approved plan	7/15/2010
<u>Specifications:</u> The final plan will incorporate all final editorial and legal review comments received on the final draft. It will be approved by the Urban Area Points of Contact Group. Thirty bound copies of the plan and an electronic version of the plan and all background and supporting documents will be provided to the project manager.	

### Phase 3 deliverables

1. Research notes and meeting summaries related to the research conducted in Task A.
2. An agenda, minutes, and attendance roster for all meetings with the Strategy Focus Group, the Logisticians Focus Group, and all research interviews.
3. Electronic copies of each draft of the resource management plan (i.e., versions #1-4 as described above in the amended Task C, sub-section 3).
4. Thirty bound copies of the final approved plan and one electronic copy with all background and supporting documents.

*Summary of Changes*

The primary deliverables described in the original scope of work remain the same: the development of a regional resource management plan that describes how resources will be shared across the Portland Urban Area in a disaster.

The purpose of the amendment is to –

1. Require the contractor to complete specific research into incident organizations that can facilitate regional resource sharing and into processes and systems for regional resource management.
2. Require the contractor to facilitate the input and involvement of at least two specialized focus groups (the 'strategy' and 'logisticians' focus groups) in the development of the plan.
3. Require the contractor to develop a specific progression of plan drafts listed in Task C, sub-section 3 above.
4. Change the original timeline to allow sufficient time to develop the required drafts.

**The 'Target Completion Weeks' in Phase 4 on pages 10-12 on the original contract are amended as follows:**

<b>Task</b>	<b>Original Target Completion Week</b>	<b>Amended Target Completion Date</b>
Task A. Establish development guidance and detailed curriculum requirements	Week 24	July 28, 2010
Task B. Develop an outline for each course of instruction	Week 28	August 25, 2010
Task C. Produce curriculum materials	Week 36	October 2, 2010
Task D. Deliver three classes of training, incorporating of coordinated student and RMC comments and final production of the curriculum; Phase 4 Completion	Week 44	October 21, 2010

*Summary of Changes*

1. Completion dates for Phase 4 changed to adjust for additional time needed for Phase 3
2. Week numbers replaced with specific dates

The 'Hourly rates and hours by personnel' table on page 13 of the original contract is replaced by the following table:

**Hourly rates and hours by personnel**

Team Member	Labor Rate	Phase 1	Phase 2	Phase 3	Phase 4
R. Fife	\$ 94.86	167	92	700	89
D. Dobb	\$ 92.58	14	8	16	8
J. Merkle	\$ 102.00				39
A. Vernon	\$ 30.60	60	20	78	98
D. Johnson	\$ 66.30	24		49	
M. Crane	\$ 65.32	60			55
C. Moorhead	\$ 135.00	260	120	632	
E. Esparza	\$ 106.00	170			
W. Doyle	\$ 111.00	60		24	36
<b>TOTAL</b>		<b>815</b>	<b>240</b>	<b>1490</b>	<b>325</b>

*Summary of Changes*

- Hours for select Contractor personnel are changed to address the expanded scope of work in Phase 3 and to address the contractor's labor rate change for 2010 (see #2).
- The "Labor rate" for each consultant on pg. 13 does not change through the end of the original contract period ending April 30, 2010. Beginning May 1, 2010, during the extended period of the contract, the Contractor modified their labor rates to reflect their adjusted 2010 labor costs, as follows:

Team Member	Original Labor Rate (Ending 4/31/2010)	Amended Labor Rate (5/1/2010 – 12/15/2010)	% Change
R. Fife	\$93.00	\$ 94.86	2%
D. Dobb	\$93.00	\$ 92.58	-0.4%
J. Merkle	\$100.00	\$ 102.00	2%
A. Vernon	\$30.00	\$ 30.60	2%
D. Johnson	\$65.00	\$ 66.30	2%
M. Crane	\$65.00	\$ 65.32	0.5%

- The following table summarizes the changes to hours for personnel. Minor reductions to phase 4 hours are done to keep project costs within the amended contract amount.

Team Member	Original Phase 3	Amended Phase 3	Phase 3 Difference	Original Phase 4	Amended Phase 4	Phase 4 Difference	Phase 3+4 Difference
R. Fife	184	700	516	91	89	-2	514
D. Dobb	16	16	0	8	8	0	0
J. Merkle			0	40	39	-1	-1
A. Vernon	80	78	-2	100	98	-2	-4
D. Johnson	0	49	49			0	49
M. Crane			0	55	55	0	0
C. Moorhead	120	632	512			0	512
E. Esparza			0			0	0
W. Doyle	24	24	0	36	36	0	0
<b>TOTAL</b>	<b>424</b>	<b>1490</b>	<b>1066</b>	<b>330</b>	<b>325</b>	<b>-5</b>	<b>1061</b>

The "Payment Schedule by Task" on Pg. 14 of the original contract is amended as follows:

Task	Cost
<b>Phase 3 Tasks: Create plan and get acceptance of the plan</b>	
<b>Target Completion Date: July 15, 2010</b>	
Task A. Complete research into processes for regional (multi-county) resource management	\$24,885.00
Task B. Conduct plan development and review meetings with the Strategy Focus Group and the Logisticians Focus Group	\$57,945.00
Task C. Develop the following progression of draft and final Regional Resource Management Plans: a) initial discussion draft, b) working draft, c) coordinating draft, d) final draft, e) final approved plan.	\$84,584.00
<b>Phase 4 Tasks: Provide Resource Management Training</b>	
<b>Target Completion Date: December 15, 2010</b>	
<b>TOTAL</b>	<b>\$315,290</b>

*Summary of Changes*

1. Target completion dates for phases 3 and 4 are changed.
2. Tasks A through C are changed to reflect the changes in the phase 3 scope of work
3. Costs updated to reflect new amended contract amount

The "Cost Summary" table on Pg. 15 of the original contract is replaced with the following table:

ITEM	COST
Total labor cost	\$294,915
Other direct costs (Training materials, telephone, copies, computer, shipping, fees, taxes)	\$5,175
Travel costs	\$15,200
<b>TOTAL</b>	<b>\$315,290</b>

*Summary of Changes*

Labor, travel, and TOTAL costs updated to reflect new amended contract amount