

ATTACHMENT A
Attachment A to Agenda File No. 2019-0497

**AMENDMENT NO. 6 TO AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
MOZAIK SOLUTIONS
for
EMERGENCY MANAGEMENT CONSULTING SERVICES
AGREEMENT NO. 235-2016SN**

The parties to this Amendment No. 6 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and MOZAIK SOLUTIONS, a California Corporation (Service Provider).

Recitals:

District and Service Provider are parties to an Agreement for Emergency Management Consulting Services. The agreement is on file in the Office of the District Clerk as Document No. 65681 dated October 6, 2016, as amended by Amendment No. 1, Document No. 65808 dated November 22, 2016, Amendment No. 2, Document No. 66749 dated June 6, 2017, Amendment No. 3, Document No. 67481 dated November 9, 2017, Amendment No. 4, Document No. 67862 dated February 20, 2018, and Amendment No. 5, Document No. 69340 dated February 5, 2019. The maximum expenditure of the original Agreement was not to exceed \$17,517.50. It is now proposed to increase the agreement amount by \$175,000.00 from a total of \$698,395.50 to a total of \$873,395.50, amend the Attachment A, Scope of Services, amend Attachment B, Compensation & Invoicing, and extend the term of the agreement through December 31, 2022.

The Parties Agree:

1. Section 2, **TERM OF AGREEMENT**, is hereby extended and shall terminate on December 31, 2022.
2. Section 3.a, **MAXIMUM EXPENDITURE**, is hereby increased from \$698,395.50 by \$175,000.00 to a new not-to-exceed total amount of \$873,395.50.

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3. Attachment A, Scope of Services, Agreement, Amendment 1 and Amendment 2, shall be referred to as **Attachment A, SCOPE OF SERVICES - PART 1**; and Attachment A, Scope of Services, Amendment 4, Amendment 5, Amendment 6 shall be referred to as **Attachment A, SCOPE OF SERVICES – PART 2**
4. **Attachment A, SCOPE OF SERVICES – PART 2**, shall be expanded to include additional tasks and deliverables; attached.
5. Attachment B, Compensation & Invoicing, Agreement, Amendment 1 and Amendment 2, shall be referred to as **Attachment B, COMPENSATION & INVOICING – PART 1**; and Attachment B, Compensation & Invoicing, Amendment 4, Amendment 5 and Amendment 6, shall be referred to as **Attachment B, COMPENSATION & INVOICING – PART 2**
6. Attachment B, **COMPENSATION & INVOICING – PART 2**, Section 1.a.(2) Fee schedule is expanded to include additional deliverables and corresponding fees:

Item #	Deliverables	Fixed Fee
8	Senior Leadership Seminar 2020	
8a	Concept & Objectives Meeting	\$6,000
8b	Initial Planning Meeting	\$6,000
8c	Final Planning Meeting	\$10,000
8d	Exercise Conduct	\$10,000
8e	Seminar Report	\$2,430
9	Public Information/Affairs & Warning Concept of Operations (CONOP)	
9a	CONOP Outline	\$8,000
9b	Planning Meeting CONOP Development Workshop	\$6,000
9c	CONOP Development Workshop Conduct	\$7,200
9d	CONOP Draft 1	12,000
93	CONOP Draft 2	\$5,955
9f	CONOP Final Draft	\$4,000
10	Port-wide Public Information/Affairs Functional Exercise	
10a	Concept & Objectives/Initial Planning Meeting	\$10,000
10b	Mid-Planning Meeting	\$15,000
10c	MSEL Draft 1	\$5,000
10d	Final Planning Meeting	\$12,000

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Item #	Deliverables	Fixed Fee
10e	Exercise Conduct	\$29,000
10f	After-Action Report and Improvement Plan	\$3,340
	Amendment 6 - Services:	\$151,925.00
	REIMBURSABLE EXPENSES for Amendment 6 (Not-to-Exceed) Exercise Supplies and Materials, Travel Expenses, Logistics for Exercise Support	\$23,075.00 (Not-to Exceed)
	Amendment No. 6 Amount	\$175,000.00
	Total Agreement Amount	\$873,395.50

7. Attachment B, **Compensation & Invoicing-Part 2**, Section 1.a.(3) Rate Schedule is replaced with the following:

Classification	Fully Burdened Hourly Billing Rate
1. Analyst I	\$110
2. Analyst II	\$140
3. Analyst III	\$155
4. Analyst IV	\$135
5. Analyst V	\$90
6. Analyst VI	\$75
7. Analyst VII	\$65
8. Controller/Facilitator/Evaluator I	\$120
9. Controller/Facilitator/Evaluator II	\$135
10. Controller/Facilitator/Evaluator III	\$150
11. Graphic/ Organizational Analyst	\$90
12. Project Manager	\$165
13. SME I	\$220
14. SME II	\$165
15. SME III	\$200

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All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

SAN DIEGO UNIFIED PORT DISTRICT**MOZAIK SOLUTIONS**

Kirk Nichols
Assistant Chief of Police

Kim Guevara

Kim Guevara
President/CEO

Approved as to form and legality:
GENERAL COUNSEL

By: Assistant/Deputy

A manually signed copy of this Amendment transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

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SCOPE OF SERVICES – PART 2
San Diego Unified Port District

A. Background

The Port of San Diego is a regional economic powerhouse, and a U.S. Department of Defense-designated “strategic port”. Given its largely, open tourist-friendly atmosphere with large public gathering spaces (parks, hotels, restaurants, tourist attractions, etc.), one of the largest military footprints in the world, major commercial/industry, international airport, rail systems, and proximity to the international border (which directly increases trafficking and smuggling in/around the port), the Port of San Diego faces threats that few if any other U.S. ports face. The number of stakeholders that must coordinate as part of the ‘preparedness, response and recovery, system’ [or the Port’s whole community”], is extensive. The SDUPD plays a critical role in the response and recovery to an emergency incident in the Port of San Diego. As the local jurisdictional authority for the Tidelands, the District plays a vital role in leading and facilitating among stakeholders to enhance the preparedness, response, and recovery capabilities of the Port as a whole. Over the past five years, the SDUPD has engaged in a “whole port” proactive emergency management program development – emphasizing preparedness and resilience.

Since 2016, the SDUPD has applied for, and received Federal Port Security Grant Funding (PSGP) to continue its emergency preparedness efforts (Phase 3 – SDUPD Emergency Management Program), particularly as it relates to enhanced multi-agency/multi-jurisdictional coordination and communication and “whole port” resilience and readiness. Therefore, to further support development of the Port’s emergency management capabilities, Mozaik Solutions and the District will agree to items listed in the scope of services. The Scope of Services and related Compensation & Invoicing relates to the awarded 2019 PSGP.

B. Scope of Services

1. Use the Homeland Security Exercise Design and Evaluation (HSEEP) process to conduct three (3) multi-agency exercises (exercise focus areas identified below under Item B.2). For all exercises the following design, conduct and evaluation processes will be conducted:
 - a. Support the District in identifying and scheduling the multi-jurisdictional Exercise Planning Team(s) (EPTs)
 - b. Develop invitations, meeting packets/materials, multi-media presentation, sign-ins, meeting minutes, etc. and facilitate the following exercise planning meetings:
 - 1) Concept & Objectives/Initial Planning Meeting

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- 2) Mid-Planning Meeting, and develop a Master Scenario Events List (if needed)
 - 3) Final Planning Meeting
- c. Develop appropriate *exercise materials*, which may include:
 - 1) Exercise scenario(s)
 - 2) Participant Handbook/Situation Manual (SITMAN)/Player 'Placemat'
 - 3) Facilitator/Controller/Evaluator Handbook/Manual
 - 4) Participant and Evaluator Evaluations/Exercise Evaluation Guides (EEGs)
 - 5) PowerPoint/multi-media presentation
- d. Support the District in exercise logistics, as mutually agreed. Logistical support which may include:
 - 1) Providing printed exercise materials
 - 2) Procuring acceptable venues, refreshments, audio-visual technology, badges, and other supplies/equipment, as necessary and mutually agreed
 - 3) Assist and support the invitation process and track participant registration, includes printing of appropriate badges for participants, observers and controller/facilitators
- e. Lead the conduct of the exercise to include facilitation, provide controllers/facilitators/evaluators as required for successful conduct and in support of the EPT. To include set-up, tear-down and necessary controller/facilitator/evaluator briefings.
- f. Facilitate the After-Action Reporting Process as follows:
 - 1) Draft the Seminar Report (Seminar/Workshop) or After-Action Report ([AAR], Tabletop/Functional Exercise)
 - 2) Conduct the After-Action Conference (as determined by the EPT)
 - 3) Develop the Improvement Plan and finalize the AAR (as applicable)
2. In accordance with the process/deliverables outlined about in Item B.1, design, develop and conduct two (2) exercises of the following types and content/target audience. *Note: The exact exercise titles and/or focus areas may change based on input from the respective EPTs.*
 - a. One (1) Port-wide Public Information/Affairs Functional Exercise (FE), not to exceed 6 hours of exercise play (8-hour total inclusive of briefings and debriefs). Approximate number of participants: 40-75
 - b. One (1) Senior Leadership Seminar (SLS) not to exceed 4 hours. Approximate number of participants: 150
3. Draft a Port-wide/"whole port" Public Information & Warning/Public Affairs Concept of Operation (CONOP).
 - a. Develop a CONOP outline based on public and private sector best practices, lessons learned from Port of San Diego Operation Resilient Port exercises, and the work of the Port of San Diego

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Integrated Public Information Resilience Working Group (RWG)
Task Force

- b. Conduct a maximum of three (3) plan development meetings as necessary to support CONOP development.
 - 1) One (1) such meeting shall be conducted as a “whole port” plan development meeting/workshop to further plan development and ensure stakeholder inclusion
- c. A minimum of two (2) progress drafts shall be provided for review to key stakeholders/groups as defined within the RWG.
- d. Provide a “final draft” of the CONOP to the District’s Homeland Security Program Manager for their routing, as appropriate, to other stakeholder agencies for signature and/or inclusion in other plans. The final draft shall incorporate and adjudicate stakeholder input provided during the planning meetings and any CONOP review sessions.