

**THIS STAFF REPORT COVERS CALENDAR ITEM NO.: 7.8
FOR THE MEETING OF: September 20, 2007**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute Amendment No. 2 to the professional services agreement (IT Agreement) between the Transbay Joint Powers Authority and Bluecrane, Inc. for Information Technology Management and Support Services (IT Services), approving Coastline Technology Consulting, Inc. as a subcontractor to the IT Agreement without changing the term, scope or maximum compensation.

EXPLANATION:

On July 23, 2004, the TJPA Board authorized the Executive Director to award a contract to Bluecrane, Inc. for a maximum compensation of \$133,341.14 for IT Services for the TJPA. Informatix, Inc. was the subcontractor approved under this contract.

On July 19, 2007, the TJPA Board authorized the Executive Director to amend the contract, extending the term for three years without changing the scope or maximum compensation under the agreement.

Bluecrane wishes to substitute Coastline Technology Consulting, Inc. for Informatix, Inc. as their agreement with Informatix, Inc. has expired.

Amendment No. 2 to the IT Agreement would allow Bluecrane to subcontract with Coastline Technology Consulting, Inc. to provide IT services to the TJPA. Amendment No. 2 does not change the scope, price or deliverables under the agreement. In particular, Amendment No. 2 would not change the maximum compensation under the agreement.

RECOMMENDATIONS:

Staff recommends that the Board of Directors authorize the Executive Director to execute Amendment No. 2 to the IT Agreement with Bluecrane, Inc.

ENCLOSURES:

1. Resolution
2. Amendment No. 2 to IT Agreement

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, On July 23, 2004 in Resolution No. 04-008, the Transbay Joint Powers Authority (TJPA) Board of Directors unanimously resolved to authorize the Executive Director to execute an Information Technology Management and Support Services Agreement (IT Agreement) with Bluecrane, Inc. for a three-year term and a maximum compensation of \$133,341.14, and the IT Agreement was executed on August 1, 2004; and

WHEREAS, On July 19, 2007, in Resolution No. 07-023, the TJPA Board of Directors unanimously resolved to authorize the Executive Director to execute Amendment No. 1 to the IT Agreement, extending the term for three years without changing the scope, price, deliverables or maximum compensation under the Agreement; and

WHEREAS, The IT Agreement designates Informatix, Inc. as a subcontractor to the Agreement; and

WHEREAS, Bluecrane, Inc.'s contract with Informatix, Inc. has expired and Bluecrane, Inc. wishes to enter into a contract with Coastline Technology Consulting, Inc. to provide services to the TJPA under the Agreement; and

WHEREAS, Such change to the subcontractor requires an Amendment to the Agreement, but does not change the term, scope, price, deliverables or maximum compensation under the Agreement; now, therefore be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute Amendment No. 2 to the IT Agreement with Bluecrane, Inc., to modify the Agreement to approve Coastline Technology Consulting, Inc. as the subcontractor without changing the term, scope, price, deliverables or maximum compensation under the IT Agreement.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of September 20, 2007.

Secretary, Transbay Joint Powers Authority

Amendment No. 02
Professional Services Agreement between
the Transbay Joint Powers Authority and Bluecrane, Inc.

THIS Amendment No. 2 to the Professional Services Agreement to furnish information technology management and support services dated August 1, 2004 ("Agreement") is entered into as of the ____ day of _____, 2007 in San Francisco, California, by and between **Bluecrane, Inc.** ("Contractor"), and the **Transbay Joint Powers Authority** ("Authority").

The TJPA and Contractor desire to amend the subcontractor to the Agreement without changing the term, scope, price, or deliverables under the Agreement. The TJPA and Contractor agree to amend Section 31 of the Agreement in its entirety to read as follows:

31. Subcontracting

The Contractor is permitted to subcontract portions of the services to be performed under this Agreement to the following subcontractors:

Coastline Technology Consulting, Inc., 1911 Douglas Blvd. #85-400, Roseville CA 95661

The Contractor will be permitted to subcontract additional portions of the work subject to the prior written approval of the TJPA Executive Director and Contracts Compliance Manager. Subcontractors shall be solely responsible to the Contractor throughout the performance of their services under this Agreement. Assignment by the Contractor of work to subcontractors shall not relieve the Contractor of any obligation to the Authority for the work performed.

All other provisions of the Agreement shall remain in full force and effect. In particular, there shall be no change to the maximum compensation described in Section 5 of the Agreement.

**TRANSBAY JOINT POWERS
AUTHORITY**

CONTRACTOR
Bluecrane, Inc.

Maria Ayerdi
Executive Director

Signature

Transbay Joint Powers Authority
Board of Directors
Resolution No. _____
Adopted: _____
Attest: _____

Printed Name

Tax Identification Number

Secretary, TJPA Board