



City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 6/21/2011

Report Type: Consent

Title: Grant/Agreement: Funding of Portable Radios

Report ID: 2011-00577

Location: Citywide

Recommendation: Adopt a Resolution authorizing the Interim City Manager, or his designee, to enter into a Memorandum of Understanding (MOU) with the City of West Sacramento to participate in the U.S. Department of Homeland Security 2010 Regional Assistance to Firefighters Grant Program to fund the purchase of portable radios.

Contact: Ray Jones, Fire Chief, (916) 808-1301, Fire Department

Presenter: None

Department: Fire

Division: Special Projects

Dept ID: 12001051

Attachments:

- 1-Description/Analysis
- 2-Resolution
- 3-ADRS Unexecuted Contract Cover
- 4-MOU with City of West Sacramento

City Attorney Review

Approved as to Form
Lan Wang
6/9/2011 3:52:56 PM

City Treasurer Review

Prior Council Financial Policy Approval or
Outside City Treasurer Scope
Russell Fehr
6/3/2011 11:55:25 AM

Approvals/Acknowledgements

Department Director or Designee: Ray Jones - 6/9/2011 12:32:43 PM

Assistant City Manager: Cassandra Jennings - 6/9/2011 3:49:32 PM



Description/Analysis

Issue: The West Sacramento Fire Department (WSFD), on behalf of other fire departments within Sacramento County, including the City of Sacramento Fire Department, applied for and has been awarded a \$1,453,968 grant from the U.S. Department of Homeland Security (DHS) for the acquisition of emergency equipment, including 543 portable radios and ancillary equipment. The radios will enhance interoperability communications in fire services and support the health and safety of the public and firefighting personnel. The grant requires a 20% local agency match of the project cost and the Sacramento Fire Department's share is \$190,000. To proceed with the project, a Memorandum of Understanding (MOU) has been developed to establish terms and conditions, including the responsibilities of the City of Sacramento and City of West Sacramento relative to project implementation and grant award.

Policy Considerations: The continued response to community, industry, construction, and business for rescue services is consistent with the City Council goal of improving and expanding public safety. Participating in projects funded by Federal grants is consistent with City Council actions relative to grant awards and the City's goal of establishing and strengthening community and regional partnerships.

Environmental Considerations: Ongoing administrative maintenance activities, such as purchases of supplies, equipment or materials which are not made for purposes of a public construction project, do not constitute a "project" and are exempt from the California Environmental Quality Act (CEQA). CEQA Guidelines, Section 15061(b)(3), 15378(b)(2).

Sustainability: There are no sustainability considerations applicable to entering into a MOU with the City of West Sacramento.

Commission/Committee Action: None

Rationale for Recommendation: As of July 2010, the current inventory of 335 portable radios (Motorola MTS2000 Type II) used by the Sacramento Fire Department will no longer be serviceable by the manufacturer. The radios are seven years out of production and spare part inventories are almost exhausted, with some already unavailable. A majority of these radios are now over 15 years old, which is the limit of their expected service life when used for firefighting. Due to the depletion of spare parts for this model, radios will no longer be repairable after this calendar year. As radios fail and spares are depleted, firefighter safety will be compromised.

The purpose of the AFG Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. DHS has determined that the WSFD and its Regional Partner's AFG Operations and Safety grant proposal met the program's purpose and has granted funds to be used toward the purchase of radio equipment.

The benefits to participating in the grant program include:

1. Replacing the entire radio inventory at one time which will accommodate effective/efficient user training and proficiency.

2. Supporting one model of radio will provide for simplicity and efficiency in field operations, enhancing firefighter safety and interoperability.

Financial Considerations: The WSFD, on behalf of other fire departments within Sacramento County, including the City of Sacramento Fire Department, applied for and has been awarded a grant from DHS for the acquisition of emergency equipment, including 543 portable radios and ancillary equipment. The total project cost is \$1,453,968 of which the Federal share will pay for 80% or \$1,163,175. The fire departments participating in the grant funded project are required to provide a share in the cost of 20%.or \$293,793. The Sacramento Fire Department's share of the project includes up to 358 radios and 150 chargers totaling \$946,108. The Department's 20% cost share is estimated to be \$190,000 and is budgeted in the Department's Technical Services Division operating budget.

Emerging Small Business Development (ESBD): The WSFD is the recipient of a Regional Assistance to Firefighters Grant award and is required to follow Federal procurement policies when buying goods and services with Federal grant funds.



RESOLUTION NO.

Adopted by the Sacramento City Council

AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF WEST SACRAMENTO TO PARTICIPATE IN THE U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) 2010 REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM TO FUND PURCHASE OF PORTABLE RADIOS

BACKGROUND

- A. The purpose of the Regional Assistant to Firefighters Grant (AFG) Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. DHS has determined that the City of West Sacramento and its Regional Partner's AFG Operations and Safety grant proposal met the program's purpose and has granted funds to be used toward the purchase of portable radio equipment.

- B. As of July 2010, the current inventory of portable radios used by the Fire Department will no longer be serviceable by the manufacturer. Due to the depletion of spare parts for this model, radios will no longer be repairable after this calendar year. As radios fail and spares are depleted, firefighter safety will be compromised.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The Interim City Manager, or his designee, is authorized to enter into a Memorandum of Understanding (MOU), Exhibit A hereto, with the City of West Sacramento to participate in the U.S. Department of Homeland Security 2010 Regional Assistance to Firefighters Grant Program to fund the purchase of portable radios.

- Section 2. Exhibit A is a part of this resolution.

Table of Contents:

- Exhibit A MOU with City of West Sacramento



Unexecuted Contract/Agreements

- The Unexecuted Contract/Agreement is signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.

- The Unexecuted Contract/Agreement (Public Project) is NOT signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.

- The Unexecuted Contract is NOT included as an exhibit to the Resolution because the Agreement(s) is with other another governmental agency and it is not feasible to obtain the other agency's signature prior to Council action (be they denominated Agreements, MOUs, MOAs, etc.); however, the City Attorney approves the forwarding of the report to Council even though the signed agreement is not in hand yet.

- The Unexecuted Contract is NOT included as an exhibit to the resolution because, due to special circumstances, and the City Attorney confirms in writing that it is okay to proceed with Council action even though the signed agreement is not in hand yet.

All unexecuted contracts/agreements which are signed by the other parties are in the Office of the City Clerk before agenda publication.



MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WEST SACRAMENTO AND THE CITY OF SACRAMENTO



I. Purpose

To establish a cooperative agreement between the City of West Sacramento and its Fire Department (hereinafter "WSFD") and its Regional Partners, including the City of Sacramento and its Fire Department (hereinafter "SFD"), to provide portable radios for the purpose of enhancing interoperability communications in the fire service and to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

The WSFD and SFD accept and agree to abide by the terms and conditions of the grant, EMW-2010-FR-00197, as set forth in this document. All parties agree that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness.

II. Definitions

Regional Partners – refers to the fire service agencies of the City of Sacramento Fire Department, Cosumnes Fire District, Wilton Fire District, South Placer Fire District, Courtland Fire District, Clarksburg Fire Department, and City of Woodland Fire Department.

Radio Equipment – refers to portable radios, collar microphones, batteries and battery chargers as allowed by the Assistance to Firefighters Grant (AFG) Program.

III. Background to the Assistance to Firefighters Grant Project

Problem Statement:

Interoperability is a major problem in and around the Sacramento metropolitan area, including parts of Yolo and Placer counties. Smaller agencies responding to incidents located within larger agencies' districts lack the number of tactical radio channels in use countywide and may not be able to communicate with other units. In addition, the 800MHz portable communication system radios that the regional partners currently use is being phased out by the manufacturer as of June 2010. Equipment will fail and repair parts will no longer be available.

Purpose:

The purpose of the AFG Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. The Department of Homeland Security (DHS) has determined that the WSFD and its Regional Partner's AFG Operations and Safety grant proposal met the program's purpose and has granted funds to be used toward the purchase of radio equipment.



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF WEST SACRAMENTO AND
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The AFG Regional Interoperability Project reflects the DHS overall investment strategy priorities in:

- A. Enhancing National Capabilities – grant funding will assist in moving WSFD and its Regional Partners closer to meeting one of the national priorities under the National Preparedness Goal by strengthening interoperable communications capabilities.
- B. Risk Based Prioritization – grant funding will assist in moving WSFD and its Regional Partners closer to cost-effective, sustainable and interoperable communications systems with seamless integration into existing communication infrastructure. WSFD and its Regional Partners will build and/or leverage on existing resources to strategically invest in enhancing future communications capability.
- C. Interoperability – grant funding will allow WSFD and its Regional Partners to develop short and long term goals, activities and a training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with the State Communications Interoperability Plan (SCIP).

IV. Responsibilities of WSFD

As the host and lead for the Regional 2010 Assistance Firefighters Grant award, EMW-2010-FR-00197, WSFD will:

- A. Oversee the grant implementation and coordinate with grantor.
- B. Act as the fiscal agent for the grant including:
 - 1. Invoice Regional Partners for cost share of equipment,
 - 2. Arrange payment to vendor,
 - 3. Prepare and submit fiscal and program reports for grantor,
 - 4. Audit and track grant funds and deliverables
- C. Manage grant activities including, but not limited to, project and fiscal reports for grantor.
- D. Coordinate with the Regional Partners throughout the grant term.
- E. After receiving input from Regional Partners, make the final determination of the Radio Equipment to be ordered for the Regional Partners.
- F. Coordinate procurement of the Radio Equipment.
- G. Procure Radio Equipment in compliance with local and Federal procurement policies and requirements.
- H. Deliver Radio Equipment to the Regional Partners.
- I. Ensure that training curriculum is developed and provided to the Regional Partners.
- J. Verify that standard frequencies for Radio Equipment will be used by Regional Partners in concurrence with the Sacramento Regional Radio Communications System (SRRCS).
- K. Verify that radios will be tracked and programmed by the SRRCS .



**MEMORANDUM OF UNDERSTANDING
BETWEEN
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THE CITY OF SACRAMENTO**



V. Responsibilities of SFD

As a Regional Partner, SFD will:

- A. Provide funding for 20% of its share of the cost for equipment to be purchased. Share of cost shall be paid upon receipt of invoice from WSFD, in advance of equipment procurement.
- B. Provide inventory tracking, operational readiness and maintenance of its equipment and supply written verification on or before any established deadlines, and/or as requested by WSFD.
- C. Participate and train its employees on the new radio system, and supply written verification on or before any established deadlines and/or as requested by WSFD.
- D. Provide the following assigned liaison(s):
 - 1. Project Lead: primary point of contact, responsible for program implementation and equipment installation.
 - 2. Training Lead: contact responsible to oversee training and supply written verification of training in a timely manner and when requested.
 - 3. Fiscal Lead: contact responsible for accounting, fiscal reporting and payments.
- E. Assume liability for loss, damaged, and/or destruction of its equipment and may be required to replace (at own expense) such equipment as requested by WSFD.
- F. To the extent SFD may be eligible to receive reimbursement of funds they must submit any requested documentation in a timely manner to the WSFD fiscal contact.
- G. Promptly provide any additional documentation to WSFD as requested that may be necessary in connection with the grant.
- H. Ensure that all documents demonstrating programmatic completion are completed in a timely manner, are accurate, and forwarded to WSFD documentation contact.
- I. Promptly return any and all equipment that is received in error to the WSFD Project Lead.
- J. Maintain a record log of equipment placement including apparatus ID and provide copies on or before any established deadlines and/or as requested by WSFD.
- K. Install equipment received from WSFD on or before any established timeline and/or as requested by WSFD.
- L. Assist in the coordination and process of distribution and inventory of equipment.
- M. Provide a Training Lead to the "train-the-trainer" class to be conducted by SFD.
- N. Assist SRRCS in developing templates used to program radios for Regional Partners with the exception of South Placer Fire District.



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF WEST SACRAMENTO AND
THE CITY OF SACRAMENTO**



- O. Maintain all radio and grant records, files, and supporting documentation in the event of an audit for three years after the official closeout or approximately June 2015.

VI. Duration of the MOU

- A. This MOU shall terminate when all AFG Program obligations requiring action by WSFD have been completed upon closeout of the AFG Program grant.
- B. A Regional Partner may terminate its participation in the MOU with WSFD any time prior to ordering the radio equipment. To terminate the agreement, written notification must be received by the WSFD Project Lead.
- C. Records are required to be maintained by the parties in the event of an audit for at least three years after the official closeout or approximately June 2015.

VII. Amendments

This MOU may be amended by written agreement between the parties if approved in advance according to the grant terms and conditions.

VIII. Points of Contact

A list identifying each agencies Points of Contact shall be provided to and maintained by WSFD. Exhibit A indicates the initial points of contacts for each Regional Partner.

IX. Budget and Equipment Allocation

The preliminary budget for the Radio Equipment is based upon vendor quotation at time of the grant application is attached as Exhibit B.

X. No Joint Venture

This MOU shall not create between the Agencies a joint venture, partnership, or any other relationship of association.

XI. No Grant Of Agency

Except as the Agencies may specify in writing, neither Agency shall have authority, expressed or implied, to act on behalf of the other Agencies in any capacity whatsoever as an agent. Neither Agency shall have any authority,



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF WEST SACRAMENTO AND
THE CITY OF SACRAMENTO**



express or implied, pursuant to this MOU, to bind the other Agency to any obligation whatsoever.

XII. Indemnity

The SFD shall defend, indemnify and hold harmless the WSFD, its officers, directors, agents, employees, subcontractors, and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts or omissions of the SFD's officers, directors, agents, employees, volunteers, or subcontractors.

The WSFD shall defend, indemnify, and hold harmless the SFD, its officers, directors, agents, employees, subcontractors, and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts or omissions of the WSFD, its officers, directors, agents, employees, volunteers, or subcontractors.

It is the intention of the SFD and the WSFD that where fault is determined to have been contributory, principles of comparative fault will be followed and each Agency shall bear the proportionate cost of any damage attributable to the fault of that Agency, its officers, directors, agents, employees, subcontractors, and volunteers.

The indemnity provisions of this MOU shall survive the termination of this MOU.

XIII. Insurance Or Self-Insurance

Each Agency, at its sole cost and expense, shall carry insurance-or self-insure-its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each Agency agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

XIV. Authority to Enter into MOU

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF WEST SACRAMENTO AND
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City of West Sacramento
Fire Department

A handwritten signature in blue ink, appearing to be "R. S. ...", written over a horizontal line.

6/7/2011

Date

Fire Division Chief

Title

City of Sacramento
Fire Department

Date

Title



**MEMORANDUM OF UNDERSTANDING
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THE CITY OF WEST SACRAMENTO AND
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EXHIBIT A

POINTS OF CONTACT

Agency	Lead Positions	Name	Contact No.	Email
West Sacramento Fire Department	Project Lead	Gary Fredericksen	916-617-4604	garyf@cityofwestsacramento.org
	Fiscal	Claire Connor	916-617-4582	Claire@cityofwestsacramento.org
	Training			
	Documentation			
Sacramento City Fire Department	Project Lead	Scott Williams	916-808-1672	swilliams@sfd.cityofsacramento.org
		Mike Dumford	916-808-1671	mdumford@sfd.cityofsacramento.org
	Fiscal	Michelle Basurto	916-808-1357	mbasurto@sfd.cityofsacramento.org
	Training	Scott Williams	916-808-1672	swilliams@sfd.cityofsacramento.org
Mike Dumford		916-808-1671	mdumford@sfd.cityofsacramento.org	
Documentation	Michelle Basurto	916-808-1357	mbasurto@sfd.cityofsacramento.org	
	Scott Williams	916-808-1672	swilliams@sfd.cityofsacramento.org	



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**SACRAMENTO FIRE
DEPARTMENT
EMW-2010-FR-00197 Grant
Costs
2011**

EXHIBIT B

Motorola APX RADIO			
ITEM	COST	QTY	TOTAL
radio	\$1,760.00	358	\$630,080.00
program	\$960.00	358	\$343,680.00
housing	\$20.00	358	\$7,160.00
battery	\$76.00	358	\$27,208.00
warranty	\$84.00	358	\$30,072.00
discount	-\$573.25	358	\$205,223.50
Total	\$2,326.75		\$832,976.50

CHARGER/ACCESSORY			
ITEM	COST	QTY	TOTAL
single desk charger	\$100.00	69	\$6,900.00
6 bank desk charger	\$630.40		\$0.00
AdvanceTec charger	\$379.00	74	\$28,046.00
car charger	\$312.00	0	\$0.00
microphone	\$77.60	0	\$0.00
LIION battery	\$113.60	0	\$0.00
leather case	\$53.60	0	\$0.00
training cost	\$5.76	358	\$2,062.08
programming	\$10.00	0	\$0.00
Total			\$37,008.08

	TOTAL	W/ TAX RATE	
		8.75%	20% MATCH
radio	\$832,976.50	\$905,861.94	\$181,172.39
charger/acc	\$37,008.08	\$40,246.29	\$8,049.26
TOTAL	\$869,984.58	\$946,108.23	\$189,221.65