

RESOLUTION NO. 2011-369

Adopted by the Sacramento City Council

June 21, 2011

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.

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Exhibit A MOU with City of West Sacramento

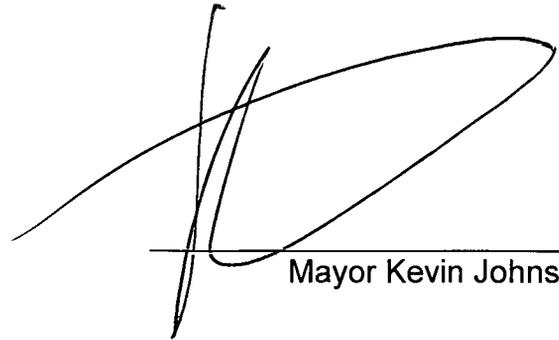
Adopted by the City of Sacramento City Council on June 21, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: None.

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Mayor Kevin Johnson

Attest:

A handwritten signature in black ink, appearing to read 'Shirley Concolino', written in a cursive style.

Shirley Concolino, City Clerk



**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.



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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 .



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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.



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- 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,



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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.



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City of West Sacramento
Fire Department

City of Sacramento
Fire Department

[Handwritten Signature] 6/7/2011
Date

Date

Fire Division Chief
Title

Title



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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

W/ TAX RATE

	TOTAL	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