

## **RESOLUTION NO. 2012-319**

Adopted by the Sacramento City Council

### **AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (“MOU”) WITH SACRAMENTO METROPOLITAN FIRE DISTRICT (“SMFD”) AND PARTICIPATE IN THE U.S. DEPARTMENT OF HOMELAND SECURITY (“DHS”) 2011 REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT (“AFG”) AWARD TO FUND THE THERMAL IMAGING CAMERAS (“TICs”)**

#### **BACKGROUND**

- A. 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.
- B. The SMFD, on behalf of other Sacramento County fire departments, including the City of Sacramento Fire Department, applied for and has been awarded a grant from DHS to fund the acquisition of 122 TICs and relative training on the new equipment. The total project cost is \$1,249,720 of which the Federal share will pay for 80% or \$999,776.
- C. The departments participating in the grant funded project are required to provide a share in the cost of 20% or \$249,944. The Fire Department’s share of the project includes 42 TICs, chargers, and training. The Fire Department’s 20% cost share is estimated to be \$86,046 and is budgeted in the Fire Department’s Operations Division’s equipment budget.
- D. The current inventory of TICs used by the Fire Department is outdated and the maintenance is not cost effective. The new TICs will bring the region up to National Fire Protection Association (“NFPA”) standards and will utilize a U.S. Department of Transportation (“DOT”) compliant equipment mounted charging system.
- E. The proposed MOU has been developed to establish terms and conditions including the responsibilities of the City and SMFD relative to project implementation and grant award.

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

- Section 1. The City Manager, or his designee, is authorized to enter into a MOU with SMFD and participate in the U.S. Department of Homeland Security 2011 Regional Assistance to Firefighters Grant Award to fund the purchase of TICs.

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

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Exhibit A MOU with SMFD

Adopted by the City of Sacramento City Council on September 4, 2012 by the following vote:

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

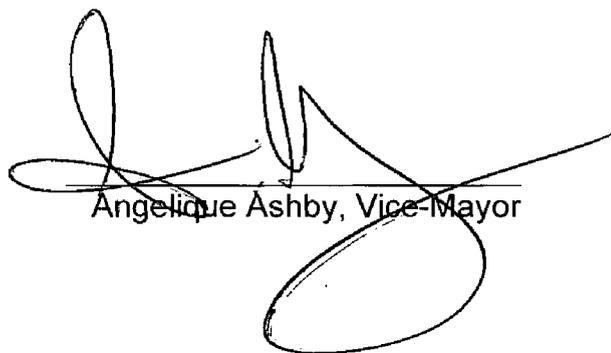
Noes: None.

Abstain: None.

Absent: Mayor Johnson.

Attest:

  
Shirley Concolino  
Shirley Concolino, City Clerk

  
Angelique Ashby, Vice-Mayor



# MEMORANDUM OF UNDERSTANDING

*between*

**SACRAMENTO METROPOLITAN FIRE DISTRICT,  
CITY OF SACRAMENTO, CITY OF FOLSOM, and  
COSUMNES COMMUNITY SERVICES DISTRICT**

## **I. Purpose**

To establish a Memorandum of Understanding (MOU) between the Sacramento Metropolitan Fire District (hereinafter "SMFD") and its Regional Partners which includes the City of Sacramento and its Fire Department (hereinafter "SFD"), the City of Folsom and its Fire Department (hereinafter "FFD"), and Cosumnes Community Services District (hereinafter "CCSD"), to provide thermal imaging cameras to upgrade aging equipment and improve standardization throughout the region.

The SMFD, SFD, FFD and CCSD accept and agree to abide by the terms and conditions of the grant, EMW-2011-FR-00315, 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, City of Folsom, and Cosumnes Community Services District.

**Equipment** – refers to thermal imaging cameras, batteries and battery chargers as allowed by the Assistance to Firefighters Grant (AFG) Program.

## **III. Background to the Assistance to Firefighters Grant Project**

The purpose of Assistance to Firefighters Grants is to enhance through financial assistance the safety of the public and firefighters regarding fire and fire-related hazards. The Department of Homeland Security (DHS) has determined that the SMFD and its Regional met the program's purpose and has granted funds to be used toward the purchase of thermal imaging cameras.

The AFG Regional Equipment Project reflects the DHS overall investment strategy priority in benefiting all regional partners, standardizing the equipment and training throughout the region.

## **IV. Responsibilities of SMFD**

As the host and lead for the Regional 2011 Assistance Firefighters Grant award, grant number EMW-2011-FR-00315, SMFD will:

- a. Oversee the grant implementation and coordinate with grantor.



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- 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 thermal imaging cameras to be ordered for the Regional Partners.
- f. Coordinate procurement of the cameras.
- g. Procure thermal imaging cameras and equipment in compliance with Federal procurement policies and requirements.
- h. Deliver thermal imaging cameras to the Regional Partners.
- i. Ensure that training curriculum is developed and provided to the Regional Partners.

### **V. Responsibilities of Regional Partners**

As Regional Partners, SFD, FFD and CCSD 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 SMFD, 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 SMFD.
- c. Participate and train its employees on the new camera, and supply written verification on or before any established deadlines and/or as requested by SMFD.
- 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 SMFD.



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- f. To the extent Regional Partners may be eligible to receive reimbursement of funds they must submit any requested documentation in a timely manner to the SMFD fiscal contact.
- g. Promptly provide any additional documentation to SMFD as requested that may be necessary in connection with the grant.
- h. Promptly return any and all equipment that is received in error to the SMFD Project Lead.
- i. Maintain a record log of equipment placement including apparatus ID and provide copies on or before any established deadlines and/or as requested by SMFD.
- j. Maintain all camera and grant records, files, and supporting documentation in the event of an audit for three years after the official closeout or approximately March, 2016.

### VI. Duration of the MOU

- a. This MOU shall terminate when all AFG Program obligations requiring action by SMFD has been completed including receiving all required documentation from the Regional Partners prior to the closeout of the AFG Program grant.
- b. A Regional Partner may terminate its participation in the MOU with SMFD any time prior to ordering the thermal imaging cameras. To terminate the agreement, written notification must be received by the SMFD Project Lead.

Records are required to be maintained by all parties in the event of an audit for three years after the official closeout or approximately March 2016.

### VII. Entire Agreement; Amendments

This MOU, including Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. This MOU may only be amended by written agreement if approved in advance by all parties 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 SMFD. Exhibit A indicates the initial points of contacts for each Regional Partner.

### IX. Budget and Equipment Allocation

The budget for the thermal imaging cameras is based upon vendor quotation at time of the grant application is attached as Exhibit B.



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## **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, no Agency shall have authority, expressed or implied, to act on behalf of the other Agencies in any capacity whatsoever as an agent. No Agency shall have any authority, express or implied, pursuant to this MOU, to bind the other Agency to any obligation whatsoever.

## **XII. Independent Contractor**

In any performance under this MOU, each of the parties' employees shall act as independent contractors in relation to the other parties and its employees. Nothing herein shall be construed as or deemed to create the relationship of employer/employee or principal/agent between the parties. Each party shall assume responsibility for all personnel costs for its respective employees, including salaries, fringe benefits, overtime, workers' compensation insurance coverage, and federal and state income tax withholding, including, but not limited to, the Federal Income Tax (FIT), State Income Tax (SIT), Federal Insurance Contributions Act (FICA), State Unemployment Insurance (SUI), and State Disability Insurance (SDI), and any other deductions from income that such party is required to make.

## **XIII. Indemnity**

Each party hereto (hereafter "INDEMNIFYING PARTY") shall indemnify, defend and hold harmless the other parties, and their respective officers, agents and employees, from and against any and all losses, costs, damages, expenses, claims, suits, demands, or liability of any kind or character, including but not limited to reasonable attorney fees, to the extent arising from any negligent, reckless or intentional act or omission of the INDEMNIFYING PARTY, its officers, agents or employees, which occurs in the performance of, or otherwise in connection with this MOU.

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

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



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## **XIV. 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 coverage.

## **XV. 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.

**City of Sacramento  
Fire Department**

**City of Folsom  
Fire Department**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Cosumnes Community Services District  
Fire Department**

**Sacramento Metropolitan  
Fire District**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



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## EXHIBIT A POINTS OF CONTACT

REGIONAL PARTNER	LEAD POSITIONS	NAME	CONTACT NO.	EMAIL
CITY OF SACRAMENTO FIRE DEPARTMENT	<i>Project Lead</i>	Michelle Basurto	916-808-1357	<a href="mailto:mbasurto@sfd.cityofsacramento.org">mbasurto@sfd.cityofsacramento.org</a>
	<i>Fiscal</i>	Denise Pinkston-Maas	916-808-1604	<a href="mailto:dpinkston-maas@sfd.cityofsacramento.org">dpinkston-maas@sfd.cityofsacramento.org</a>
	<i>Training</i>	Karl Earley	916-808-1300	<a href="mailto:kearley@sfd.cityofsacramento.org">kearley@sfd.cityofsacramento.org</a>
	<i>Documentation</i>	Michelle Basurto	916-808-1357	<a href="mailto:mbasurto@sfd.cityofsacramento.org">mbasurto@sfd.cityofsacramento.org</a>
CITY OF FOLSOM FIRE DEPARTMENT	<i>Project Lead</i>			
	<i>Fiscal</i>			
	<i>Training</i>			
	<i>Documentation</i>			
COSUMNES COMMUNITY SERVICES DISTRICT FIRE DEPARTMENT	<i>Project Lead</i>			
	<i>Fiscal</i>			
	<i>Training</i>			
	<i>Documentation</i>			
SACRAMENTO METROPOLITAN FIRE DISTRICT	<i>Project Lead</i>	Larry Davis	916-859-4380	<a href="mailto:Davis.Larry@metrofire.ca.gov">Davis.Larry@metrofire.ca.gov</a>
	<i>Fiscal</i>	R Marie Bernal	916-859-4386	<a href="mailto:Bernal.Rmarie@metrofire.ca.gov">Bernal.Rmarie@metrofire.ca.gov</a>
	<i>Training</i>	John Wagner	916-859-4390	<a href="mailto:Wagner.John@metrofire.ca.gov">Wagner.John@metrofire.ca.gov</a>
	<i>Documentation</i>	R Marie Bernal	916-859-4386	<a href="mailto:Bernal.Rmarie@metrofire.ca.gov">Bernal.Rmarie@metrofire.ca.gov</a>



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## EXHIBIT B

### BUDGET AND ALLOCATION OF TICS

REGIONAL PARTNER	\$9,000 EA QUANTITY	DESCRIPTION	TOTAL	FEDERAL SHARE	COST MATCH
CITY OF FOLSOM FIRE DEPARTMENT	14	Equipment	\$ 126,000	\$ 114,758	\$ 28,690
		Other	12,770		
		Training	4,678		
		<b>TOTAL</b>	<b>\$ 143,448</b>		
CITY OF SACRAMENTO FIRE DEPARTMENT	42	Equipment	\$ 378,000	\$ 344,154	\$ 86,038
		Other	38,198		
		Training	13,994		
		<b>TOTAL</b>	<b>\$ 430,192</b>		
COSUMNES COMMUNITY SERVICES DISTRICT FIRE DEPARTMENT	8	Equipment	\$ 72,000	\$ 65,611	\$ 16,403
		Other	7,329		
		Training	2,685		
		<b>TOTAL</b>	<b>\$ 82,014</b>		
SACRAMENTO METROPOLITAN FIRE DISTRICT	58	Equipment	\$ 522,000	\$ 475,253	\$ 118,813
		Other	52,743		
		Training	19,323		
		<b>TOTAL</b>	<b>\$ 594,066</b>		

Grant Award

\$ 999,776

\$ 249,944

Approved Project Costs

\$1,249,720