



City of Sacramento City Council

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

Meeting Date: 2/5/2013

Report Type: Consent

Title: Grant: Fiscal Year 2010 State Homeland Security Grant Program Augmentation and Training Agreement

Report ID: 2013-00121

Location: Citywide

Recommendation: Pass a Resolution: 1) authorizing the City Manager, or the City Manager's designee, to accept on behalf of the City, a \$29,000 augmentation to the FY2010 State Homeland Security Grant Program award from the Sacramento Office of Emergency Services, a pass-through entity of the California Emergency Management Agency; 2) suspending competitive bidding, in the best interests of the City, for the provision of training services by the International School of Tactical Medicine, a sole source provider; and 3) authorizing the City Manager, or the City Manager's designee to approve and execute a new Training Agreement with the International School of Tactical Medicine for \$29,000, increasing the total value of services to \$116,000.

Contact: James Hendrickson, Lieutenant, Homeland Security, (916) 874-2172, Police Department

Presenter: N/A

Department: Police

Division: OES/HS

Dept ID: 11001411

Attachments:

1-Description/Analysis

2-Resolution

3-Training Agreement

City Attorney Review

Approved as to Form
Steve Itagaki
1/30/2013 1:04:46 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Janelle Gray
1/29/2013 10:54:31 AM

Approvals/Acknowledgements

Department Director or Designee: Daniel Schiele - 1/29/2013 2:38:19 PM

Description/Analysis

Issue: On October 18, 2011, the City Council approved the acceptance and use of three separate grant awards (FY2009, FY2010, and FY2011) from the Department of Homeland Security, State Homeland Security Grant Program (SHSGP) (Resolution #2011-569) in the amount of \$563,187. The grant funds were used to provide support for the implementation of the State of California's homeland security strategies, which address identified planning, organization, equipment, training, and exercise needs at state and local levels. These priorities are designed to prevent, protect against, respond to, recover from, and mitigate all natural and manmade hazards. The City received notification that the Sacramento Office of Emergency Services (SacOES) has allocated an additional \$29,000 augmentation in grant funding to the FY2010 SHSGP for the City to provide training services to the Sacramento region's first responders.

Policy Considerations: The recommendations contained in this report are consistent with: 1) City Council Resolution #2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona; 2) City Resolution #2012-185 allowing the City Manager to adjust revenue and expense budgets for operating grants and externally funded programs for augmentations up to \$100,000; 3) Sacramento City Code Sections 3.56.090 and 3.56.290, and City Administrative Policy 4101 requiring expenditures of \$100,000 or more to be approved by City Council; 4) Sacramento City Code Section 3.56.230 and City Administrative Policy 4101 allowing the suspension of competitive bidding for agreements valued in excess of \$100,000 when the City Council determines on a 2/3 vote that it is in the best interests of the City.

Economic Impact: None.

Environmental Considerations: Not applicable.

California Environmental Quality Act (CeQA): Ongoing administrative maintenance activities, such as purchases of supplies, equipment or materials, do not constitute a "project" and are exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines, Sections 15061(b)(3) and 15378(b)(2).

Sustainability Considerations: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: This additional funding will provide two courses in Tactical Medical Response for the region's first responders. After conducting a good faith review of available training sources, the International School of Tactical Medicine is one of only two vendors approved by the California Commission on Peace Officer Standards and Training (POST). The other POST-

approved vendor was contacted and declined to provide training outside of the greater Los Angeles area. For these reasons, as well as the Police Department's existing relationship with the International School of Tactical Medicine, staff is recommending their selection for the provision of the training services for the Sacramento Region.

Financial Considerations: There is no match requirement associated with the acceptance of the FY2010 SHSGP augmentation of \$29,000. This augmentation will bring the total SHSGP awards (FY2009, FY2010, and FY2011) to \$592,187.

The existing agreement (Agreement 2012-0428) with the International School of Tactical Medicine currently totals \$87,000. With the addition of this new Training Agreement for \$29,000, the total value of services will increase to \$116,000.

Emerging Small Business Development (ESBD): The purchase of supplies and equipment will be made in accordance with the City's Emerging and Small Business Development (E/SBD) program requirements whenever possible.

RESOLUTION No.

**FISCAL YEAR (FY2010) STATE HOMELAND SECURITY GRANT PROGRAM
AUGMENTATION AND TRAINING AGREEMENT**

- A. The State of California Emergency Management Agency (CalEMA) funds the State Homeland Security Grant Program (SHSGP) through the Sacramento Office of Emergency Services (SacOES) to local governments in support of a broad range of activities to prepare for, protect against, respond to, recover from, and mitigate all natural and manmade hazards.
- B. On October 18, 2011, the City Council approved the acceptance and use of three separate grant awards (FY2009, FY2010, FY2011) from the Department of Homeland Security, SHSGP (Resolution #2011-569) in the amount of \$563,187.
- C. The City received notification that the SacOES, a pass through agency of the CalEMA, has allocated an additional \$29,000 augmentation in grant funding to the FY2010 SHSGP award for the City to provide training services to the Sacramento Region's first responders. This augmentation will bring the total SHSGP awards to \$592,187. The grantor requires a City Council Resolution to accept the grant augmentation.
- D. The Sacramento Police Department has an existing agreement (2012-0428) with International School of Tactical Medicine to provide training services. With the addition of new training services for \$29,000, the Sacramento Police Department will enter into a separate agreement with International School Tactical Medicine, bringing the total value of services to \$116,000.
- E. After conducting a good faith review of available training sources, the International School of Tactical Medicine is one of only two vendors approved by the California Commission on Peace Officer Standards and Training (POST). The other POST-approved vendor was contacted and declined to provide training outside of the greater Los Angeles area.

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

Section 1. The City Manager, or the City Manager's designee, is hereby authorized to accept on behalf of the City of Sacramento, a \$29,000 augmentation to the FY2010 State Homeland Security Grant Program (Project G11009300) from the Sacramento County Office of Emergency Services, a pass-through entity of the California Emergency Management Agency.

Section 2. In the best interests of the City, competitive bidding is suspended for the provision of training services by the International School of Tactical Medicine, a sole source provider.

Section 3. The City Manager, or the City Manager's designee, is hereby authorized to approve and execute a Training Agreement with the International School of Tactical Medicine for \$29,000, increasing the total value of services to \$116,000.

CITY OF SACRAMENTO TRAINER/ SERVICE PROVIDER AGREEMENT

THIS CONTRACT IS MADE AND ENTERED AS OF 2/1/13 between the City of Sacramento ("City") and the Trainer/Service Provider identified below ("Contractor").

Contractor Information

Contractor Name: International School of Tactical Medicine; Dr. Lawrence Heiskell
Street Address: P.O. Box 2852
City: Palm Springs State & Zip: California, 92263
Phone: (760) 325-2591

Requesting Department Information

Department: Office of Operations, Homeland Security
City Representative: James Hendrickson
Title: Lieutenant Phone number: 874-2172
E-mail: jhendrickson@pd.cityofsacramento.org Mail-code: 11001411

Scope of Services Information

Date services to commence: February 1, 2013 Date services to end: February 28, 2013
Date(s) service to be performed: February 26 and February 27, 2013 Time range of day: 0800 - 1700hrs
Course Title or Project Name: Tactical Life Saver Course Location of services: Bldg. 686 McClellan, CA

Scope of Services:

The required services include, but are not limited to, the presentation of the following courses: Tactical Life Saver Training Course - a one day, 8 hour class - Presented two (2) times to a total of 60 law enforcement students from the Sacramento Regional Area. The course of instruction includes information on how to treat fellow officers who are injured while in the line of duty. It provides training on how to utilize an officer's sidearm effectively in defensive close range situations, as well as tactical rescue of downed officers or civilians and begin first aid treatment under live fire. CITY shall furnish the following facilities or equipment for the Agreement as needed: classroom(s), tables/chairs and A/V equipment (i.e. projector and screen and speaker capability).
USE OF FEDERAL GRANT FUNDS: Contractor must comply with provisions set forth in Exhibit A.

Special conditions (minimum/maximum attendance, etc.):

CONTRACTOR agrees to provide instructor(s) and class materials for the classes listed above for an amount not to exceed \$29,000

The City agrees to pay the total sum of \$ 29,000, for the total of 16 hours of Instruction (a flat fee, combined total).

This includes all expenses (travel, lodging, etc) unless otherwise stated.

METHOD OF PAYMENT: Payment shall be due and payable upon completion of services rendered and submittal of an invoice. Payment by check of approved invoice will be made not later than thirty (30) days after submittal of all paperwork by the Contractor. City shall make no payment for any extra, further, or additional services pursuant to this Agreement unless such extra service and the price thereof is agreed to in writing and executed by an official of the City authorized to obligate the City thereto.

LICENSES & PERMITS: Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any applicable licenses, permits, or approvals that are legally required for Contractor to practice its profession, including a City business operation tax certificate. This agreement may create a possessory interest subject to property taxation. Contractor shall pay any taxes levied on the possessory interest by the County of Sacramento. Without limiting the generality of the foregoing, if Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

INDEPENDENT CONTRACTOR: At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor will be required to give progress reports upon request. Contractor shall indemnify the City against any liability arising out of an allegation or finding that Contractor is not an independent Contractor.

CONTRACTOR NOT AGENT: Except as City may specify in writing, Contractor and Contractor's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligation whatsoever.

ASSIGNMENT PROHIBITED; BINDING ON SUCCESSORS: No party to this Agreement may assign any right or obligation pursuant to this Agreement. Attempted or purported assignment or any right or obligation pursuant to this Agreement shall be void and of no effect. This Agreement shall be binding on the parties' successors.

NONDISCRIMINATION: Contractor agrees not to discriminate against any person because of race, color, religion, sex, national origin, age, disability, marital status or sexual orientation in any activity for which Contractor is providing instruction or services under this Agreement.

Contractor shall furnish the City with certificates of insurance showing compliance with the above requirements. City shall withhold payments to Contractor if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

NON-DISCRIMINATION IN EMPLOYEE BENEFITS: If the amount of this Agreement is more than \$25,000, this Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors, and Contractor shall comply with the requirements thereof.

CONFIDENTIALITY OF CITY INFORMATION: During performance of this Agreement, Contractor may gain access to and use confidential City information ("City Information"). Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Contractor shall comply with all City policies governing the use of the City network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30.

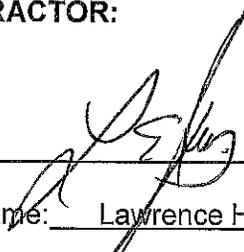
STANDARD OF PERFORMANCE: Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any schedule of performance specified herein. Contractor shall assign only competent personnel to perform Services pursuant to this Agreement. If the City, at any time during the term of this Agreement, desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

WAIVER: Neither City acceptance of, nor payment for, any service performed by Contractor, nor any waiver of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

ENFORCEMENT OF AGREEMENT: This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

ACCOUNTING RECORDS OF CONTRACTOR: During performance of this Agreement and for a period of three (3) years after completing all services hereunder, Contractor shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of Contractor's costs for all services performed under this Agreement, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the City upon reasonable written notice.

CONTRACTOR:

By: 

Print name: Lawrence Hieskell

Title: Medical Director

Date: 1-3-13

Federal I.D. No. 26-0299440

State I.D. No. _____

City of Sacramento Business Operation
Tax Certificate No. Exempt
(City will not award contract if number is missing)

TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

CITY OF SACRAMENTO:

By: _____

Dan Schiele, Acting Chief of Police
For John Shirey, City Manager

ORIGINAL APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT A PROJECTS FUNDED BY FEDERAL DOLLARS

Projects funded by Federal dollars must comply with the following provisions of Part 44 of the Code of Federal Regulations (CFR), Section 13.36, as part of the contract. Any and all of the provisions may apply to this project.

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306

of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

HOMELAND SECURITY GRANT PROGRAM GUIDANCE

Awards received via the Homeland Security Grant Program (HSGP) are subject to the Guidance and Application details found in the attached document:

http://www.fema.gov/pdf/government/grant/2010/fy10_hsgp_kit.pdf