

Meeting Date: 12/16/2014

Report Type: Consent

Report ID: 2014-00911

Title: Grant/Agreement: Funding of Fire Boat with Trailer

Location: Citywide

Recommendation: Pass a Resolution authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding (MOU) with Sacramento Metropolitan Fire District (SMFD) to participate in the State Homeland Security Grant Program (SHSGP) California Emergency Management Agency Grant #2013-00110 to fund the purchase of a rigid hull inflatable boat and trailer.

Contact: Niko King, Assistant Chief, (916) 216-0310, Fire Department

Presenter: None

Department: Fire

Division: Special Operations

Dept ID: 12001431

Attachments:

1-Description/Analysis

2-Resolution

3-Exhibit A (MOU with SMFD)

City Attorney Review

Approved as to Form

Lan Wang

12/8/2014 9:08:46 AM

Approvals/Acknowledgements

Department Director or Designee: Walt White - 11/26/2014 10:45:21 AM

Description/Analysis

Issue Detail: The Sacramento Metropolitan Fire District (SMFD), on behalf of other Sacramento County fire departments, including the City of Sacramento Fire Department, applied for and has been awarded a \$255,000 grant from the State Homeland Security Grant Program (SHSGP) under the California Emergency Management Agency. The funding is for the acquisition of three rigid hull inflatable boat and trailer sets, one of which is being distributed to the City of Sacramento Fire Department. The boat will be utilized as a front line piece of fire equipment for response to water emergencies out of a designated Sacramento Fire Station. The grant will provide \$85,000 towards the total cost for one of the awarded boat and trailer sets. The grant requires the City of Sacramento Fire Department to pay the remaining balance of the total cost. The City of Sacramento Fire Department's share in the total cost is \$9,997. To proceed with the project, a Memorandum of Understanding (MOU) has been developed to establish terms and conditions including the responsibilities of the City and SMFD 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 State of California grants is consistent with City Council actions relative to grant awards and the City's goal of establishing and strengthening community and regional partnerships.

Economic Impacts: None.

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 Sacramento Metropolitan Fire District.

Commission/Committee Action: None.

Rationale for Recommendation: The City of Sacramento Fire Department currently has four designated fire stations with boat response capabilities. The Fire Department provides emergency response to both the Sacramento and American Rivers within the city limits and outside of the city limits with mutual aid agreements. Both the Sacramento and American Rivers receive heavy recreational use and the demand for emergency assistance ranges from drowning incidents, recreational watercraft emergencies, and medical emergencies in locations that are only accessible by boat. Furthermore, the City of Sacramento has one of the largest populations in the country that is protected by levies. In the event of a catastrophic or natural disaster or act of terrorism, the City of Sacramento Fire Department will be the first responders

to such flooding emergencies that have the potential of trapping victims and destroying property.

It is the purpose of the SHSGP to support the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. The Sacramento Office of Emergency Services, as a subgrantee of the California Office of Emergency Services, has determined that the Sacramento Metropolitan Fire District and its Regional Partners met the program's purpose and has granted funds to be used toward the purchase of rigid hull inflatable boats and accompanying trailers.

Financial Considerations: 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 SHSGP to fund the acquisition of three rigid hull inflatable boat and trailer sets. The total grant amount awarded was \$255,000. The award amount includes \$85,000 for each boat and trailer set. The total purchase price for one set is \$94,997. The Sacramento Fire Department cost share is the remaining \$9,997 above the purchase price and that amount is available in the Fire Department's operating budget.

Local Business Enterprise (LBE): Not applicable. SMFD is the recipient of a SHSGP award and is required to follow terms and conditions set forth in the California Emergency Management Agency grant process.

RESOLUTION NO.

Adopted by the Sacramento City Council

GRANT/AGREEMENT: FUNDING FOR FIRE BOAT AND TRAILER

BACKGROUND

- A. The purpose of State Homeland Security Grant Program (SHSGP) is to support the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.
- B. Sacramento Metropolitan Fire District (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 SHSGP in the total amount of \$255,000 to fund the acquisition of three rigid hull inflatable boat and trailer sets, one of which being distributed to the City of Sacramento Fire Department. The grant award amount provides \$85,000 towards the total cost for purchase of one set. The City of Sacramento Fire Department's share in the total cost is \$9,997, which is budgeted in the Fire Department's operating budget.
- C. The boat will be used to complement the fleet of Fire Department boats responding out of a fire station. The Fire Department provides emergency response to both the Sacramento and American Rivers within the city limits and outside of the city limits with mutual aid agreements. Both the Sacramento and American Rivers receive heavy recreational use and the demand for emergency assistance ranges from drowning incidents, recreational watercraft emergencies, and medical emergencies in locations that are only accessible by boat. Furthermore, the City of Sacramento has one of the largest populations in the country that is protected by levies. In the event of a catastrophic or natural disaster or act of terrorism, the City of Sacramento Fire Department will be the first responders to such flooding emergency that has the potential of trapping victims and destroying property.
- D. 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 State Homeland Security Grant Program to purchase a rigid hull inflatable boat and trailer.
- Section 2. Exhibit A is a part of the resolution.

Table of Contents:

Exhibit A MOU with SMFD



MEMORANDUM OF UNDERSTANDING

between

**SACRAMENTO METROPOLITAN FIRE DISTRICT
and CITY OF SACRAMENTO**

I. Purpose

To establish a Memorandum of Understanding (MOU) between the Sacramento Metropolitan Fire District (hereinafter "SMFD") and its Regional Partner, which is the City of Sacramento and its Fire Department (hereinafter "SFD"), to provide rigid hull inflatable boats to upgrade aging equipment and improve standardization throughout the region.

The SMFD and SFD accept and agree to abide by the terms and conditions of the grant, California Emergency Management Agency Grant #2013-00110, 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 Partner – refers to the fire service agency of the City of Sacramento.

Equipment – refers to rigid hull inflatable boats and trailers, as allowed by the State Homeland Security Grant Program (SHSGP).

III. Background to the State Homeland Security Grant Program

The purpose of the State Homeland Security Grant Program (SHSGP) is to support the implementation of state Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. The Sacramento Office of Emergency Services, as a subgrantee of the California Office of Emergency Services, has determined that the SMFD and its Regional Partner met the program's purpose and has granted funds to be used toward the purchase of rigid hull inflatable boats and accompanying trailers.

IV. Responsibilities of SMFD

As the host and lead for the Regional FY2013 State Homeland Security Grant Program award, grant number 2013-00110, SMFD will:

- a. Oversee the grant implementation and coordinate with grantor.
- b. Act as the fiscal agent for the grant including:
 1. Invoice Regional Partner for cost share of equipment above the award amount,
 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 Partner throughout the grant term.
- e. Coordinate procurement of the equipment.
- f. Procure the equipment in compliance with Federal procurement policies and requirements.



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- g. Deliver equipment to the Regional Partner.
- h. Abide by the California Governor's Office of Emergency Services FY2013 Grant Assurances.

V. Responsibilities of Regional Partner

As Regional Partner, SFD will:

- a. Provide funding for its equal share of any costs above the award amount. Share of cost for actual costs incurred shall be paid within 30 days of invoice from SMFD, once the equipment has been delivered to SMFD.
- 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, in accordance with grant requirements.
- c. Provide the following assigned liaison(s):
 - 1. Project Lead: primary point of contact, responsible for coordinating equipment installation for own Agency.
 - 2. Fiscal Lead: contact responsible for accounting, fiscal reporting and payments (if applicable).
- d. Assume liability for loss, damaged, and/or destruction of its equipment and may be required to replace (at own Agency expense) such equipment.
- e. To the extent Regional Partner may be eligible to receive reimbursement of funds they must submit any requested documentation in a timely manner to the SMFD fiscal contact.
- f. Promptly provide any additional documentation to SMFD as requested that may be necessary in connection with the grant.
- g. Promptly return any and all equipment that is received in error to the SMFD Project Lead.
- h. 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, in accordance with grant requirements.
- i. Maintain all equipment and grant records, files, and supporting documentation in the event of an audit for three years after the official closeout as notified by Sacramento Office of Emergency Services.
- j. Abide by the California Governor's Office of Emergency Services FY2013 Grant Assurances.

VI. Duration of the MOU

- a. This MOU shall terminate when all SHSGP Program obligations requiring action by SMFD has been completed including receiving all required documentation from the Regional Partner prior to the closeout of the SHSGP Program grant.

Records are required to be maintained by all parties in the event of an audit for three years after the official closeout as notified by Sacramento Office of Emergency Services.



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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 agency's 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 equipment is based upon a signed agreement with the vendor and 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, 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



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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.

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. Notwithstanding any provision to the contrary, this MOU shall not be effective until approved by Resolution by each Agency's governing body.

Sacramento Metropolitan Fire District

City of Sacramento

_____ Date

_____ Date

_____ Title

_____ Title



MEMORANDUM OF UNDERSTANDING

between

**SACRAMENTO METROPOLITAN FIRE DISTRICT
and CITY OF SACRAMENTO**

EXHIBIT A POINTS OF CONTACT

REGIONAL PARTNER	LEAD POSITIONS	NAME	CONTACT NO.	EMAIL
CITY OF FOLSOM FIRE DEPARTMENT	<i>Project Lead</i>	Jeffrey Aguilar	916-616-9655	jaguilar@folsom.ca.us
	<i>Fiscal</i>	Debbie Wickern	916-984-2294	dwickern@folsom.ca.us
	<i>Documentation</i>	Debbie Wickern	916-984-2294	dwickern@folsom.ca.us
SACRAMENTO METROPOLITAN FIRE DISTRICT	<i>Project Lead</i>	Larry Davis	916-859-4380	davis.larry@metrofire.ca.gov
	<i>Fiscal</i>	R. Marie Bernal	916-859-4386	bernal.rmarie@metrofire.ca.gov
	<i>Documentation</i>	R. Marie Bernal	916-859-4386	bernal.rmarie@metrofire.ca.gov
CITY OF SACRAMENTO FIRE DEPARTMENT	<i>Project Lead</i>	Patrick Costamagna	916-216-0296	pcostamagna@sacfire.org
	<i>Fiscal</i>	Denise Pinkston-Maas	916-808-1604	dpinkston-maas@sacfire.org
	<i>Documentation</i>	Denise Pinkston-Maas	916-808-1604	dpinkston-maas@sacfire.org



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EXHIBIT B

BUDGET AND ALLOCATION OF BOATS & TRAILERS

REGIONAL PARTNER	\$94,997 EA QUANTITY	DESCRIPTION	TOTAL	SHSGP SHARE	COST MATCH
CITY OF FOLSOM FIRE DEPARTMENT	1	Equipment	\$ 94,997	\$ 85,000	\$ 9,997
		TOTAL	\$ 94,997		
SACRAMENTO METROPOLITAN FIRE DISTRICT	1	Equipment	\$ 94,997	\$ 85,000	\$ 9,997
		TOTAL	\$ 94,997		
CITY OF SACRAMENTO FIRE DEPARTMENT	1	Equipment	\$ 94,997	\$ 85,000	\$ 9,997
		TOTAL	\$ 94,997		

Grant Award -

\$ 255,000 \$ 29,991

Total Approved Project Costs -

\$ 284,991