

RESOLUTION NO. 2015-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO SIGN A MOU AUTHORIZING THE PURCHASE OF MOBILE DATA COMPUTERS AND TABLETS UTILIZING AN ASSISTANCE TO FIREFIGHTERS GRANT

WHEREAS, the Assistance to Firefighters Grant program is available; and

WHEREAS, the current Mobile Data Equipment is reaching its end of life; and

WHEREAS, the current Mobile Data Equipment requires upgrading; and

WHEREAS, Mobile Data Computers provide mission-critical public safety functions; and

WHEREAS, the utilization of Tablets will increase efficiencies and reduce waste; and

WHEREAS, the utilization of Tablets will allow for real time updates of pre-fire planning; and

WHEREAS, the Monterey County Fire Chiefs Association has recommended that a regional approach be developed to replace fire department mobile data computers and tablets; and

WHEREAS, the Monterey County Regional Fire District, the North County Fire Protection District, the Seaside Fire Department and the Marian Fire Department has applied for a regional grant for mobile data computers and tablets; and

WHEREAS, the Monterey County Regional Fire District serves as host agency for the mobile data computer and tablet grant; and

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Marina as follows:

1. Consider adopting Resolution No. 2015-, authorizing the City Manager to sign the MOU for the purchase of Mobile Data Computers and Tablets utilizing the Assistance to Fire Fighters Grant.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on June 2, 2015 by the following vote:

AYES, COUNCIL MEMBERS: Amadeo, Brown, Morton, O'Connell, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**AGREEMENT
FOR THE PURCHASE OF MOBILE DATA COMPUTERS AND COMPUTER
TABLETS UTILIZING ASSISTANCE TO FIREFIGHTERS GRANT FUNDING
MONTEREY COUNTY REGIONAL FIRE DISTRICT, HOST AGENCY**

THIS AGREEMENT is made and entered into as of the first day of March 2015, by and between the Monterey County Regional Fire District, a political subdivision of the State of California (hereinafter the "District") and the following cities, fire districts, and other agencies (hereinafter individually the "Agency" and collectively the "Agencies"):

City of Marina
City of Seaside
North County Fire Protection District

RECITALS:

WHEREAS, it is in the best interests that the District and all Agencies to continue to work together to provide inter-operable and emergency dispatch radio communications to the county, cities and districts, and persons served; and

WHEREAS, the District, in conjunction and consultation with the Monterey County Fire Chiefs Association, the NGEN task force and all participating agencies, hosted an Assistance to Firefighters Grant Proposal to the United States Department of Homeland Security; and

WHEREAS, Department of Homeland Security Preparedness Directorate's Office of Grants and Training awarded the grant proposal for a Federal share amount of \$97,630.00 to be able to participate in a Regional Mobile Data Computer System. The local match share \$11,092 will be contributed by the agencies.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. DISTRICT'S OBLIGATION

- A The District shall coordinate, plan, and purchase Mobile Data Computers ("MDTs") and Computer Tablets ("Tablets") for 9-1-1 emergency communications and other local government purposes in accordance with appropriate federal, state, and local laws, rules, and regulations.
- B The District shall coordinate with the grant program manager and appropriate vendors to secure the MDTs and Tablets in accordance with local procurement procedures and Federal purchasing guidelines.
- C Any unexpended dollar amounts contributed by an Agency will be returned to the Agency within three months after the notice of completion for the project has been filed by the District, or the project is declared abandoned by the District, whichever is earlier.
- D. The District shall provide funding and resources necessary to complete the purchase of the specified MDT and Tablets pursuant to the grant agreement

documents with regards to local matching funds and contractual services as detailed in the attached Exhibit A.

2. AGENCY'S OBLIGATION

- A The Agencies shall assist the District in governing the design and specifications for the MDT's and Tablets.
- B The Agencies shall provide the District with technical input and requirements necessary to create an effective MDT and Tablet specification to meet their individual and collective needs.
- C The Agencies shall provide funding and resources necessary to complete the purchase of the specified MDT and Tablets pursuant to the grant agreement documents with regards to local matching funds and contractual services as detailed in the attached Exhibit A.

3. COST SHARING PLAN

In consideration of the foregoing, each Agency shall pay the District a share of the MDT and Tablet purchase costs in accordance with the Agency's cost share set forth in Exhibit A, which is attached to and made a part of this Agreement.

4. PAYMENT PROVISIONS

Within 30 days upon receipt of an invoice for all, or part, of the respective amounts due from an Agency as set forth in Exhibit A, the Agency shall pay the amount of the invoice to the District. Such invoice may be issued as early as, but not earlier than, sixty (60) days after the execution of a contract for the performance of the specified MDT and Tablet purchase. Any additional amounts due as a result of costs exceeding the amount set forth in Exhibit A shall be paid to the District within ninety (90) days of the acceptance of the purchased MDTs and Tablets, or cancellation of the Grant project as a whole.

Any Agency's failure to make timely payments shall subject that Agency to late payment penalties which shall accrue at the rate of one percent (1%) of the outstanding unpaid balance per month.

5. TERM OF THE AGREEMENT

This Agreement shall become effective as of May 1, 2015 and shall remain in effect for a period of six (6) months after notice of completion of the project has been recorded by Host agency to the Preparedness Directorates Office of Grant and Training AFG.

6. SEVERABILITY

If any part, term or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

7. INDEMNIFICATION

Each Agency ("Indemnifying Agency") shall indemnify, defend, and hold harmless the District and the other Agencies ("Indemnified Parties"), their respective officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) arising out of or resulting from the Indemnifying Agency's

performance of this Agreement or any negligent or wrongful act or omission of the Indemnifying Agency, its officers, agents and employees. The Indemnifying Agency's obligation to indemnify applies unless it is adjudicated, or otherwise agreed between the Indemnified Parties and the Indemnifying Agency, that liability was caused by the sole negligence of one or more of the Indemnified Parties. If it is finally adjudicated, or otherwise agreed between the Indemnified Parties and the Indemnifying Agency, that liability is caused by the comparative negligence or willful misconduct of one or more of the Indemnified Parties, the Indemnifying Agency's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Parties.

The District shall indemnify, defend, and hold harmless each Agency, their respective officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) arising out of or resulting from the District's performance of this Agreement or any negligent or wrongful act or omission of the District, its officers, agents and employees. The District's obligation to indemnify applies unless it is adjudicated, or otherwise agreed between an Agency and the District, that liability was caused by the sole negligence of that Agency. If it is finally adjudicated, or otherwise agreed between an Agency and the District, that liability is caused by the comparative negligence or willful misconduct of that Agency, the District indemnification obligation shall be reduced in proportion to the established comparative liability of that Agency.

9. INSURANCE

A. Without limiting any Agency's or the District's duty to indemnify, all Agencies and the District shall maintain in force at all times during the performance of this Agreement, a policy or policies of insurance with the following minimum limits of liability:

1. Comprehensive general liability, including but not limited to premises, and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products, and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
2. Comprehensive automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
3. Worker's Compensation in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident, and \$1,000,000 each disease.

B In the event any party is lawfully self-insured in any or all of the aforementioned insurance areas, a letter certifying those areas of coverage, and in the minimum amounts as set forth in this contract, shall be furnished upon request to the other parties prior to execution of this Agreement.

10. GENERAL PROVISIONS

- A Project Governance. The District shall specify and purchase the MDT and Tablets. By a majority vote, with the District and each Agency having one vote, at a meeting at which a quorum of the represented voting agencies are present the project may be terminated and/or reconstituted as directed by the approved motion.
- B Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- C Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.
- D Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- E Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.
- F Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- G Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- H Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California. The venue for such actions shall be the County of Monterey, California.
- I. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- J Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Participation of all Agencies noted is expected but, in the event that any Agency elects not to participate, the agreement will remain valid for those agencies which execute the agreement.
- K Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- L Integration. This Agreement, including the exhibit hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.
- M Notices. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail as indicated below with the signatures to

the location at which this Agreement is executed:

IN WITNESS WHEREOF, the DISTRICT and each of the Agencies have caused this Agreement to be executed by their duly-authorized representative as of the day and year written below.

CITY OF MARINA	
By:	
Date:	
Address:	
NORTH COUNTY FIRE PROTECTION DISTRICT	
By:	
Date:	
Address:	
CITY OF SEASIDE	
By:	
Date:	
Address:	
MONTEREY COUNTY REGIONAL FIRE DISTRICT	
By:	
Date:	
Address:	

EXHIBIT A Cost Share

The City of Seaside: 7 Tablets = Cost Share \$1,820.00

North County Fire: 1 MDT and 17 Tablets = Cost Share \$6,204.00

The City of Marina 2 MDT and 3 Tablets = Cost Share \$3,068.00

Monterey County Regional Fire District = 4 MDT, 4 MDT

and 20 tablets = Cost Share \$1,500.00

No cost share for 10% match. The District pays grant writer fees and audit costs.

June 2, 2015

Item No. **8g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 2, 2015

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2015- , AUTHORIZING THE CITY MANAGER TO SIGN A MOU FOR THE PURCHASE OF MOBILE DATA COMPUTERS AND TABLETS UTILIZING AN ASSISTANCE TO FIREFIGHTERS GRANT

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2015-, approving the City Manager to sign a regional MOU with the Monterey County Regional Fire Protection District, the City of Seaside Fire Department and the North County Fire Protection District to purchase Mobile Data Computers and Tablets utilizing an Assistance to Firefighters Grant.

BACKGROUND:

Installed throughout the City's Fire apparatus, Mobile Data Computers (MDCs) provide mission-critical public safety functions, including real-time communication with 911 dispatch and data systems, interactive mapping, and in-field reporting. The current inventory of MDCs is aged, becoming increasingly costly to support, and reaching the end of manufacturer support.

Many Fire Prevention functions are conducted using pencil and paper by filling out forms. Also daily, weekly and monthly equipment forms are generated using this same method. Using pencil and paper forms for these functions is costly and creates large amounts of excess waste. Currently we do not have any alternative to the pencil and paper method. Participation in this grant allows us to purchase Tablets allowing us to work towards a more paperless work environment.

ANALYSIS:

The current equipment purchased in 2008, is reaching its end-of-life and is becoming increasingly expensive to maintain. Mobile Data Computers are subject to extreme wear and tear due to the rigors of their harsh environment. Typically the computers would be replaced every five years. However, the Fire Department was able to extend the life cycle of the existing computers by two years. Today, the aging mobile data computers are in need of costly upgrades, such as the need to replace the internal Gobi modems. The current modems are causing intermittent service and loss of connectivity to 911 dispatch.

The Mobile Data equipment needs to be upgraded to ensure that it is reliable and operational for our Public safety personnel. Also upgrading the equipment also allows personnel to take advantage of newer software tools that require faster more robust hardware such as 2 factor security solutions.

To comply with State and Federal laws, we must keep records of daily equipment checks and pre-trip inspections. Currently this is accomplished using pencil and paper records. Using tablets we can create and store these records electronically, eliminating the need for pencil and paper records.

Conducting fire inspections are also done with pencil and paper. Tablets will allow us to utilize more modern technology and we will be able to complete and upload business inspections as they occur. We will also be able to update Pre-Fire Plans in real time, allowing this information to be available immediately in the event of an emergency. These will be two areas allowing the Fire Department to move towards a more paperless work environment.

The MOU between the Monterey County Regional Fire Protection District, the North County Fire Protection District, the Seaside Fire Department and the Marina Fire Department has been reviewed by the Marina City attorney. The City Attorney made changes, those changes were ratified by the other participating agencies.

FISCAL IMPACT:

A onetime grant cost share not to exceed \$3,068. Purchasing this equipment without grant assistance can cost in excess of \$12,000.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Doug McCoun
Fire Chief
June 2, 2015

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina