

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: CEO-Office of Emergency Services/Fire Warden

BOARD AGENDA # \*B-5

Urgent

Routine

*G. HINSLEY*

AGENDA DATE July 29, 2008

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval to Accept the Fiscal Year 2007 Public Safety Interoperable Communications Grant Program Award of \$647,458 to Enhance Countywide Emergency Response Communication Systems

STAFF RECOMMENDATIONS:

1. Authorize the Chief Executive Office - Office of Emergency Services to accept the Public Safety Interoperable Communications Grant Program award.
2. Authorize the Chief Executive Officer to sign the Memorandum of Understanding with the City of Sacramento.
3. Authorize the Auditor-Controller to establish the Budget as part of the award.

FISCAL IMPACT:

The Fiscal Year 2007 Public Safety Interoperable Communications Grant Program is a \$1 billion federal grant program to assist public safety agencies to purchase and/or upgrade equipment for interoperable communication systems. The amount of funds available to Stanislaus County is \$647,458. The grant requires a local match of 20% of the award. Funds from the emergency dispatch backup radio system project and/or other existing qualified local funding will be used for the required match. A 3% administrative fee to the City of Sacramento will be paid with funds identified in the Stanislaus Regional 911 budget.

BOARD ACTION AS FOLLOWS:

No. 2008-553

On motion of Supervisor Grover, Seconded by Supervisor DeMartini  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**DISCUSSION:**

On October 23, 2007, the Board of Supervisors authorized the Office of Emergency Services (OES) to participate in the Fiscal year 2007 Public Safety Interoperable Communication Grant (PSIC). Through the California Statewide Interoperability Executive Committee (CalSIEC) Capital-Bay planning area, Stanislaus County was eligible for \$647,458. Stanislaus County receives its funding through the Sacramento Urban Area Security Initiative (UASI) who will administer the grant for nine Operational Areas. Since the initial request, Sacramento has advised the nine Operational Areas, including Stanislaus County, that they will charge a 3% administration fee. County Counsel has reviewed the Memorandum of Understanding drafted by Sacramento and approved the content. On July 10, 2008, the Stanislaus Regional 911 Joint Powers Agency Commission approved using savings identified in the Fiscal Year 2008-2009 budget to pay the 3% administrative fee of \$19,424.

The Sacramento UASI is waiting the receipt of the official award letter from the State of California. The State has indicated an award letter is forthcoming. At this time, OES is requesting approval to accept the \$647,458 award and for authorization to have the Auditor-Controller establish the budget once the award is received.

**POLICY ISSUES:**

This grant supports the Board of Supervisors' priorities of *A safe community* and *A well-planned infrastructure system* by upgrading communication infrastructure and enhancing interoperability between Stanislaus County and its nine cities including police, emergency medical services and fire agencies.

**STAFFING IMPACT:**

Existing staff will administer the grant projects.

HOMELAND SECURITY  
MEMORANDUM OF UNDERSTANDING

**This Homeland security memorandum of understanding (“MOU”)** is made and entered into this 29th day of July, 2008, by and between the City of Sacramento, acting by and through its Police Department, the Sacramento Regional Radio Communications System (SRRCS), city of Roseville, city of Rocklin, counties of: Sacramento, Yolo, Placer, Alpine, Calaveras, San Joaquin, Stanislaus, Tuolumne, (collectively referred to as "Parties" or in the singular as “Party”, as a context requires).

**RECITALS**

The Parties have entered into this MOU with reference to the following facts and circumstances:

WHEREAS, United States Department of Homeland Security provides financial assistance for the Public Safety Interoperability Communications (PSIC) grant program; and

WHEREAS, the State California has designated the Urban Area Security Initiative (UASI) to be a recipient for the PSIC, the City of Sacramento will represent the Sacramento UASI and the surrounding unrepresented counties; and

WHEREAS, the Parties provide critical communications for emergency responders for the greater Sacramento region, Central Valley and the rural Sierra counties; and

WHEREAS, the city of Sacramento is the authorized administrator of the regional PSIC grant awards; and

WHEREAS, the grant awards may be used for a P-25 based mission-critical voice systems, innovative communication technologies, gaps and tactical interoperability, and improving the state's system of systems of communication within and among corresponding regions; and

WHEREAS, pursuant to the terms and conditions of the grant awards the City of Sacramento is authorized to use the grant awards to reimburse the Parties for certain costs and expenses incurred as a result of participating in grant funded activities; and

WHEREAS, only those costs and expenses that have been pre-approved by the City of Sacramento as authorized expenses are subject to reimbursement for the grant awards. The Parties shall abide by their respective procurement and purchasing regulations and those required by the federal government pursuant to grant awards.

NOW, THEREFORE, in recognition of the foregoing the parties hereby agree as follows:

1. PURPOSE

The purpose of this MOU is to formally recognize the understanding among the Parties that, subject to the terms and conditions of the grant award, the City of Sacramento will use the grant awards to reimburse any Party who incurs authorized expenses.

2. PROCEDURE

The Parties will work together to develop a procedure by which requests for reimbursement for authorized expenses are submitted to, and processed by, the City of Sacramento. The procedure shall include the protocol to which the Parties must adhere when seeking pre-approval of costs and expenses.

3. NO JOINT VENTURE

This MOU shall not create among the parties a joint venture, partnership, or any other relationship of association.

4. NO GRANT OF AGENCY

Except as the Parties may specify writing, no Party shall have authority, express or implied, to act on behalf of any other Party in any capacity whatsoever as an agent. No Party shall have any authority, express or implied, pursuant to this MOU, to bind any other party to any obligation whatsoever.

5. INDEMNITY

Each party ("Indemnifying Party") shall defend, indemnify, and hold harmless the other Parties, their 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 this MOU, caused in whole or in part by the negligent or intentional acts or omissions of the indemnifying Party, its officers, directors, agents, employees, subcontractors, or volunteers.

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, or volunteers.

This indemnity provision shall survive the expiration or earlier termination of this MOU.

#### 6. LIMITATION

The County of Stanislaus agrees that if it claims or receives reimbursement from the City of Sacramento for an expenditure which is later disallowed by the state or federal government, the [recipient jurisdiction] shall promptly refund the disallowed amount to the City of Sacramento upon request.

#### 7. COUNTERPARTS

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a one and the same instrument.

#### 8. REPORTING REQUIREMENTS

The County of Stanislaus shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the City of Sacramento, in form and substance satisfactory to the City of Sacramento. The [recipient jurisdiction] shall make available to the City of Sacramento, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by the [recipient jurisdiction]. The [recipient jurisdiction] has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data for the time specified under this grant period.

#### 9. MONITORING

The County of Stanislaus shall comply with all Grant Assurances and Grant reporting requirements listed in the Public Safety Interoperable Communications Grant Program, August, 2007 and the Governor's Office of Homeland Security FY07 Public Safety Interoperable Communications Grant Program.

The County of Stanislaus shall establish and maintain property, programmatic and financial records in accordance with the grant record requirements, and:

Maintain financial management systems that support grant activities in accordance with Title 28, Code of Federal Regulations (CFR), Part 66.20, and DOJ Financial Guide, Part II, Chapter 3.

Maintain an equipment tracking system that includes the components identified in 28 CFR Parts 66.32 and 66.33, and DOJ Financial Guide, Part III, Chapter 6.

Retain records in accordance with retention requirements contained in Chapter Two—State Policies and Requirements—California Public Records Act, of the OES FY06 Homeland Security Grant Program, California Supplement to Federal Program Guidelines and Application Kit, dated April 3, 2006.

10. MATCH FUNDS

The [recipient jurisdiction] agrees to provide the 20% match fund as required in grant guidelines. Further, the County of Stanislaus agrees to provide 3% of their jurisdiction's award from their match funds to the City of Sacramento for M&A. .

11. TERM

The terms of this MOU shall commence upon signature by all Parties and shall remain in effect until all of the grant awards have been exhausted or the grant award has been closed.

\_\_\_\_\_  
City of Sacramento Authorized Agent

\_\_\_\_\_  
County of Stanislaus Authorized Agent


\_\_\_\_\_  
Printed Name and title

\_\_\_\_\_  
Richard W. Robinson  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
STANISLAUS COUNTY COUNSEL

By \_\_\_\_\_  
John P. Doering, County Counsel