





Staff Report

City of Manhattan Beach

TO: Honorable Mayor Cohen and Members of the City Council

THROUGH: Geoff Dolan, City Manager 

FROM: Scott Ferguson, Fire Chief 
Bruce Moe, Finance Director
Gwen Eng, General Services Manager

DATE: September 1, 2009

SUBJECT: Consideration of One-Year Renewal of Fire Records Management System (RMS) Support and Maintenance Contract with Fire Information Support Services, Inc. in the Amount of \$25,875.00

RECOMMENDATION:

Staff recommends that the City Council a) waive formal bidding per Municipal Code Section 2.36.140 (waivers) and b) approve the renewal of a one-year Fire Records Management System (RMS) maintenance contract with Fire Information Support Services, Inc. in the amount of \$25,875.00.

FISCAL IMPLICATION:

Sufficient funds are available in the Fire Department budget to renew the annual maintenance agreement.

DISCUSSION:

This system is used for fire and rescue reports, staff scheduling, training records, fire prevention inspections, and personnel records. Renewal of this contract is necessary in order to obtain technical assistance with upgrades and repairs to the system as well as data compilation that is reported to the State of California and the National Fire Incident Reporting System.

Since inception, the Fire Department has incurred on-going maintenance costs associated with the automated system's software and hardware. This maintenance cost is offered at the same price as last year's contract.

Fire Information Support Services, Inc. has assisted the City in numerous hardware upgrades and software updates; they are familiar with the system's configuration down to the component level. This vendor has consistently performed well, is responsive, and has provided excellent support during this past nine years. This is the only vendor in our area that provides this type of specialized Fire RMS support. Therefore, staff recommends that Council approve a one-year maintenance contract to Fire Information Support Services, Inc. in the amount of \$25,875.00. Staff requests that City Council approve a contract with this vendor. In addition, the City may cancel the contract at any time without cause if necessary.

Attachment: Contract with Fire Information Support Services, Inc.



5959 Grimes Canyon Road
Moorpark, CA 93021
(949) 632-0034

July 1, 2009

City of Manhattan Beach
Fire Department

Subject: Waiver of Conditions for Professional Services Contract

To Whom It May Concern:

As President of my corporation I am excluded from Workman's Compensation coverage.
I do not have employees.

The scope of this project is for the installation and setup of FireRMS 5 Enterprise Edition, CSFM Reporting, CADLink and JAC reporting , Miscellaneous support services and bi-annual updates.

Carol Breshears
President

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made this 1st day of July, 2009 by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and FIRE INFORMATION SUPPORT SERVICES, INC, ("CONTRACTOR").

RECITALS

The following recitals are a substantive part of this Agreement:

1. CITY is desirous of obtaining services necessary to support fire records management software applications used by the Manhattan Beach Fire Department.
2. CONTRACTOR is qualified by virtue of experience, training, education and expertise to provide these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Term Of Agreement. This agreement shall terminate on June 30, 2010, unless earlier terminated as provided below.
 - a. Termination. CITY or CONTRACTOR may terminate this Agreement, without cause, by giving 30 days written notice. Upon receipt of a termination notice CONTRACTOR shall:
 - 1) Promptly discontinue all services affected (unless the notice directs otherwise) ;and
 - 2) Promptly deliver all data, reports, estimates, summaries, and such other information and materials that may have been accumulated by CONTRACTOR in performing the Agreement to the CITY, whether completed or in progress. CONTRACTOR shall be entitled to reasonable compensation for the services it performs up to the date of termination.
2. Services To Be Provided. The services to be provided by the CONTRACTOR shall consist of the following:
 - a. Services To Be Provided. The services to be provided hereunder shall be those set forth in Exhibit "A" Scope of Work attached hereto and incorporated herein by this reference.
 - b. Compensation. CONTRACTOR shall receive payments as billed per month for a twelve month period, July 1, 2009 to June 30, 2010 (provided that neither party terminates this Contract prior to the expiration of the term as provided above in which case CONTRACTOR shall be compensated through the month in which actual termination occurs). These expenses shall be assessed only if utilized. provided, however that all expenses shall be reimbursed at a rate no greater than in the City's own expense reimbursement policy and that the total expenses reimbursed in a fiscal year.

Compensation under this agreement shall not exceed TWENTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY FIVE dollars, (\$25,875.00).

3. In the event of written authorization by CITY'S Project Manager of changes from the work as indicated in Exhibit "A," or of other written permission authorizing additional work not contemplated herein, additional compensation shall be allowed for such extra work.
4. Payments will be allowed on completed deliverables accepted by the CITY. Invoices to be submitted and tied to the project work schedule in detail.
 - a. Invoices and support documentation are to be sent to:

Frank Chiella, Battalion Chief

City of Manhattan Beach

400 15th Street, Manhattan Beach, CA 90266

5. Professional Standards. CONTRACTOR shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Agreement.
6. Insurance Requirements.
 - a. Commencement of Work. CONTRACTOR shall not commence work under this Agreement until it has obtained CITY approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, CONTRACTOR must have and maintain in place, all of the insurance coverage required in the Section 8. CONTRACTOR'S insurance shall comply with all items specified by the Agreement. Any subcontractors shall be subject to all of the requirements in this Section 8 and CONTRACTOR shall be responsible to obtain evidence from each subcontractor and provide it to CITY before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A:-VII unless otherwise approved by CITY.

7. Coverage, Limits and Policy Requirements. CONTRACTOR shall maintain the types of coverage and limits indicated below:
 - 1) GENERAL LIABILITY INSURANCE- a policy for occurrence coverage, including all coverage provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for

all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence. CITY, its employees, officials and agents, shall be added as additionally insured by endorsement to the policy. The insurer shall agree to provide the CITY with thirty (30) days prior written notice of any cancellation or non-renewal or material change in coverage. The policy shall contain no provisions which will make this policy excess over, contributory with or invalidated by the existence of any insurance, self insurance or risk financing program maintained by the CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

- 2) AUTO LIABILITY INSURANCE - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the CITY. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000) per accident. CITY, its employees, officials and agents, shall be added as additional insured by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Contract. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto) must be executed by the applicable insurance underwriters.
- 3) WORKERS' COMPENSATION INSURANCE – Waiver provided per attached letter of exemption marked Exhibit C.

7.1 Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder, or to fulfill the indemnification provisions and requirements of this Contract. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. CITY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable insurance policies with CITY incorporating such changes within sixty (60) days of receipt of such notice, CONTRACTOR shall be deemed in default hereunder.

7.2 Verification of Compliance. CONTRACTOR shall furnish CITY with original endorsements effecting coverage required by this Contract. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Contract, CONTRACTOR shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to CITY.

8. Non-Liability of Officials and Employees of the CITY. No employee or official of the CITY shall be personally liable for any default or liability under this Agreement.
9. Non-Discrimination. CONTRACTOR covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
10. Independent Contractor. It is agreed that CONTRACTOR shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
11. Compliance with Law. CONTRACTOR shall comply with all applicable laws, ordinances, codes and regulations of the Federal, State and Local government.
12. Conflict of Interest and Reporting. CONTRACTOR shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.
13. Notices. All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for the delivery of service or process.

a) Address of CONTRACTOR is as follows:

FIRE INFORMATION SUPPORT SERVICES, INC.
Carol L. Breshears, President
5959 Grimes Canyon Road, Moorpark, CA 93021
(949) 632-0034

b) Address of CITY is as follows:

MANHATTAN BEACH FIRE DEPARTMENT
Frank Chiella, Battalion Chief
400 15th Street, Manhattan Beach, CA 90266
(310) 545-5621

(Copy to City Attorney):

City Attorney

City of Manhattan Beach

1400 Highland Avenue, Manhattan Beach, CA 90266

15. CONSULTANT agrees to maintain the confidentiality of its records pursuant to all statutory laws relating to privacy and confidentiality as now in existence or as hereafter amended or changed. All records and information concerning any and all persons referred to CONSULTANT by CITY shall be considered and kept confidential by CONSULTANT and CONSULTANT'S staff, agents, and employees.
16. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, coordination of all reports, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement and in accordance with this Agreement.
17. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including attorney's fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.
18. This Agreement shall be governed according to the laws of the State of California.

Dated: 08/10/09

APPROVED AS TO FORM:

By 
City Attorney

Dated: July 1, 2009

CITY OF MANHATTAN BEACH

By: 

Geoff Dolan

CONSULTANT:



By: _____

Title: President

Address: 5959 Grimes Canyon Rd.

Moorpark, CA 93021

Telephone: (949) 632-0034



5959 Grimes Canyon Road
Moorpark, CA 93021
(949) 632-0034

Statement Of Work

Exhibit "A"

Includes but is not limited to the following services:

- Installation of current software releases of FireRMS products from Zoll, Inc. as they are received.
- Configuration and setup of current software releases.
- Training on all modules.
- California State Fire Marshal Quarterly Reports.
- Report and data review.
- JAC Data review and reporting
- Report Design and Development
- Fire Prevention Module setup and revisions as needed.
- Training Module setup and revisions as needed.
- Project consultation and revisions as needed per department specifications.

EXTRA WORK (to be defined as and limited to):

- AMS CADLink major changes required by Dispatch Center.



5959 Grimes Canyon Road
Moorpark, CA 93021
(949) 632-0034

Exhibit "B"

Manhattan Beach Fire Department - Schedule for 2009-2010

Additional Ongoing Services Schedule of Support/Training Costs

On Site Support (General and System Administration) Minimum 4 hours	\$100.00 per hour
Off Site (via broadband VPN, Includes Systems Administration) NOTE: Purchased in blocks of 10 hour segments	\$60.00 per hour
Training (Additional Modules) Average Training Per Module = 8 Hours Average Shift Training Per Module = 8 Hours Per Shift (Split 4 hrs ½ Shift) Minimum of 4 hours required	\$100.00 per hour
24 by 7 support by Fire Information Support Services (Immediate) NOTE: Supplements Zoll's standard support and maintenance.	\$125.00 per hour
24 by 7 support by Fire Information Support Services (4 hour delay) NOTE: Supplements Zoll's standard support and maintenance.	\$100.00 per hour
Bi-Annual Version Upgrade (Includes Training) 3 days	\$3,750.00
Travel Time	No Charge
Travel Expenses for EXTRA WORK	Charged at actual cost

Carol L. Breshears
President

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

MRJ DATE
P1DC 07-21-2009

PRODUCER
PROFESSIONAL INS ASSOC, INC/PHS
141078 P: (866) 467-8730 F: (877) 905-0457
PO BOX 33015
SAN ANTONIO TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
FIRE INFORMATION SUPPORT SERVICES, INC.
5959 GRIMES CANYON RD
MOORPARK CA 93021

INSURER A: Hartford Casualty Ins Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	57 SBA AW7793	09/08/09	09/08/10	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
	<input checked="" type="checkbox"/> General Liab				PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations. City of Manhattan Beach is listed as additional insured per the Business Liability form SS0008 attached to the policy.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: A

City of Manhattan Beach
ATTN: General Services
1400 Highland Ave.
Manhattan Beach, CA 90266

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
[Signature]