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Staff Report

City of Manhattan Beach

TO: Honorable Mayor Ward and Members of the City Council

THROUGH: Richard Thompson, Interim City Manager

FROM: Ken Shuck, Interim Fire Chief
Bruce Moe, Finance Director
Gwen Eng, General Services Manager

DATE: September 7, 2010

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. for the same amount as last year, \$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 with Fire Information Support Services, Inc. in the amount of \$25,875.00. In addition, the

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City may cancel the contract at any time without cause if necessary.

Attachment: Contract with Fire Information Support Services, Inc.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made this 1st day of July, 2010 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. Terms of Agreement. This agreement shall terminate on June 30, 2011, 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, 2010 to June 30, 2011 (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 St., 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 (\$1,000,000.00) 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-insured or other risk financing program maintained by CITY. In the event the policy contains such as "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 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 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) 802-5203

(Copy to City Attorney):
City Attorney
City of Manhattan Beach
1400 Highland Avenue, Manhattan Beach, CA 90266

14. CONTRACTOR 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 CONTRACTOR by CITY shall be considered and kept confidential by CONTRACTOR and CONTRACTOR'S staff, agents, and employees.
15. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, coordination of all reports, and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR 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.
16. In the event that litigation is brought by any party in connection with 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.
17. This Agreement shall be governed according to the laws of the State of California.

APPROVED AS TO FORM:

CITY OF MANHATTAN BEACH

Dated: _____

Dated: _____

By: _____

Robert Wadden Jr., City Attorney

By: _____

Richard Thompson, Interim City Manager

CONTRACTOR

Dated: _____

By: _____

Carol L. Breshears, President

5959 Grimes Canyon Rd.

Moorpark, CA 93021

Telephone: (949) 632-0034