



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Tell and Members of the City Council

THROUGH: David N. Carmany, City Manager

FROM: Robert Espinosa, Fire Chief
Frank Chiella, Battalion Chief

DATE: November 15, 2011

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 \$24,582.00

RECOMMENDATION:

Staff recommends that the City Council a) waive formal bidding per Municipal Code Section 2.36.140 (waivers) and b) approve authorizing the City Manager to renew a one-year Fire Records Management System (RMS) maintenance contract with Fire Information Support Services, Inc. for \$24,582.00.

FISCAL IMPLICATION:

Sufficient funds are available in the Fire Department budget to renew the annual maintenance agreement. Fire Information Support Services has agreed to a 5% reduction from last year's contract amount of \$25,875.00, a \$1,293.00 savings to the City.

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 a 5% reduction from 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.

Agenda Item #: _____

This vendor has consistently performed well, is responsive, and has provided excellent support during this past ten 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 \$24,582.00. In addition, the City may cancel the contract at any time without cause if necessary.

Attachment: Contract with Fire Information Support Services, Inc.

PROFESSIONAL SERVICES CONTRACT

COPY

THIS AGREEMENT is made this 1st day of July, 2011 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, 2012, 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, 2011 to June 30, 2012 (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-FOUR THOUSAND FIVE HUNDRED EIGHTY TWO dollars, (\$24,582.00).

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.

APPROVED AS TO FORM:

CITY OF MANHATTAN BEACH

Dated: 8/2/2011

Dated: _____ *MC*

By: *Chris Hoan*
City Attorney

By: _____
David N. Carmany, City Manager

CONTRACTOR

Dated: *MC*

By: CAROL L. BRESHEARS
Carol L. Breshears, President
5959 Grimes Canyon Rd.
Moorpark, CA 93021
Telephone: (949) 632-0034

(Copy to City Attorney):

City Attorney

City of Manhattan Beach

1400 Highland Avenue, Manhattan Beach, CA 90266

14. Indemnification. CONTRACTOR agrees to indemnify, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of, or in any way connected with performance of, the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONTRACTOR, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.
15. 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.
16. 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.
17. 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.
18. This Agreement shall be governed according to the laws of the State of California.

APPROVED AS TO FORM:

CITY OF MANHATTAN BEACH

Dated: 8/2/2011

Dated: _____ *ADG*

By: *Chris Hoar*
City Attorney

By: _____
David N. Carmany, City Manager

CONTRACTOR

Dated: *[Signature]*

By: CAROL L. BRESHEARS
Carol L. Breshears, President
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)

PROJECT: FireRMS, CADLink Support and Training

Introduction

This Statement of Work (SOW) is for use between Fire Information Support Services, Inc. and the Manhattan Beach FD. Fire Information Support Services, Inc. is providing professional services for the above named project.

This SOW is intended for all projects encompassing standard products. This document is executed between Fire Information Support Services, Inc. and the Manhattan Beach FD and includes only those products and services to be provided by Fire Information Support Services, Inc.

Products and Services to be Provided

Under the agreement between by Fire Information Support Services, Inc. and Zoll, only standard products are provided. Any non-standard products or professional services, including but not limited to systems integration, project or program management, systems engineering or custom application support are considered additional items for which the appropriate charge shall apply. These additional services or products shall be documented in detail on the appropriate purchase order and Change Order form and will be the sole responsibility of the Manhattan Beach FD. Any costs incurred for phone support from Zoll or on-site professional services will be the sole responsibility of the Manhattan Beach FD. The term of this project is annual and renewable.


Signatures of Manhattan Beach FD and Fire Information Support Services, Inc. are required and executed copies of the SOW are to be sent to all signing parties.

This Statement of Work shall be used only in conjunction with the sale and ongoing use of the following fire products: Zoll's Rescuenet (FireRMS) Enterprise and Zoll's Message Server (ZMS CADLink Interface).

This Statement of Work document is valid only with all applicable signatures below

Signatures

FIRE INFORMATION SUPPORT SERVICES, INC.


_____ Date 07/01/11

Carol Breshears, President

Manhattan Beach FD

 Date 8/9/2011



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

Manhattan Beach Fire Department - Schedule for 2011-2012

Additional Ongoing Services Schedule of Support/Training Costs

On Site Support (General and System Administration)	\$100.00 per hour
Off Site (VPN connection, 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
Standard Service Hourly Rate (Installs, Upgrades, Backup, Quarterly Reports, JAC) NOTE: Materials are included with Zoll's standard support and maintenance	\$100.00 per hour
Upgrade Software as released by Zoll post testing (each upgrade)	\$3,750.00
Travel Time	No Charge

Carol L. Breshears
President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06-25-201

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PROFESSIONAL INS ASSOC INC/PHS 141078 P:(866)467-8730 F:(877)905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (877) 905-0457	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
INSURED FIRE INFORMATION SUPPORT SERVICES, INC. 5959 GRIMES CANYON RD MOORPARK CA 93021	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hartford Casualty Ins Co	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

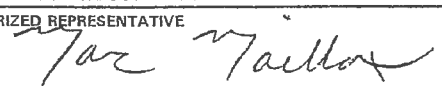
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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 TERM EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			57 SBA AW7793	09/08/2011	09/08/2012	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 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	X					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						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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 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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**CITY OF MANHATTAN BEACH
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
Attachment "D"**

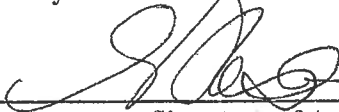
FIRE INFORMATION SUPPORT SVCS. agrees to indemnify, defend, and hold harmless Manhattan Beach and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of, or in any way connected with the negligence or willful misconduct of, FIRE INFORMATION SUPPORT its agents, officers, employees, subcontractors, or independent contractor(s) hired by FIRE INFORMATION SUPPORT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by FIRE INFORMATION SUPPORT, S/C.

Manhattan Beach agrees to indemnify, defend, and hold harmless FIRE INFORMATION SUPPORT and its officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of, or in any way connected with the negligence or willful misconduct of Manhattan Beach, its agents, officers, employees, subcontractors, or independent contractor(s) hired by Manhattan Beach. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Manhattan Beach.

This agreement is effective July 1, 2011 at 12:01 a.m.

Named Insured Fire Information Support Services, Inc.

I, CAROL L. BRESHEARS (print/type name), warrant that I have authority to bind the above listed sponsor and by my signature hereon do so bind this sponsor.

By 
Signature of Authorized Representative

Approved _____
City Risk Manager Date



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

July 1, 2011

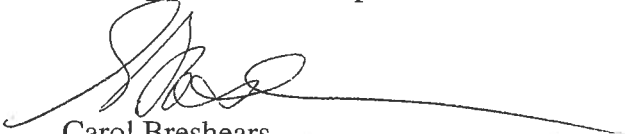
City of Manhattan Beach
Fire Department

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 regular software updates.



Carol Breshears
President