



DATE: August 19, 2009

TO: Honorable Mayor and City Councilmembers

FROM: Oceanside Fire Department

SUBJECT: **MEMORANDUM OF UNDERSTANDING TO PARTICIPATE IN THE REGIONAL COMPUTER AIDED DISPATCH INTEROPERABILITY PROJECT**

SYNOPSIS

Staff recommends that the City Council approve a ten-year Memorandum of Understanding (MOU) with the San Diego Urban Area (SDUA), to participate in the Regional Computer Aided Dispatch Interoperability Project (RCIP), a communications project which is fully grant-funded for the first five years, direct staff to budget for years 6-10 and authorize the City Manager to execute the MOU in its current form or as may be modified, after approval by the City Attorney.

BACKGROUND

The City of Oceanside is considered part of the San Diego Urban Area (SDUA) by the Department of Homeland Security. The SDUA is defined as the County of San Diego and the 18 incorporated cities. This allows the City to participate in grant-funded activities that better prepare the City, and therefore the region, to respond to many types of hazards.

One such project is the Regional Computer Aided Dispatch Interoperability Project (RCIP). The purpose of the RCIP is to connect all of the SDUA fire, emergency medical and law enforcement dispatch centers through a network of specialized computers and custom software packages. This network will allow agencies to share assets in disparate computer-aided dispatch systems. Responding units from different agencies will have the ability to send and receive call information and Geographic Information System (GIS) data to locate the call in any jurisdiction. Units will also be able to see one another as they converge on an emergency, lending a measure of safety and accountability that has previously not been available.

The City of Vista, acting as the administrative agent for the RCIP, issued a Request for Proposals (RFP) and organized the process to select a vendor for the project. Thinkstream, Incorporated, was selected as the lowest responsible bidder and will provide professional services for the RCIP, per the terms of the RFP. The SDUA negotiated a Private-Public Partnership Agreement with Thinkstream, Inc., that provides

for revenue-sharing with SDUA participating agencies from the anticipated sales of software and services developed as part of the RCIP.

ANALYSIS

The SDUA RCIP is a regional resource that will be shared by fire and emergency medical (Phases 1 & 2) and law enforcement (Phases 3, 4, 5) operations and field units. Because it is a shared resource, a Memorandum of Understanding (MOU) is necessary for establishing the governance structure of the SDUA RCIP program. The MOU for the RCIP creates a binding agreement for participation along with maintenance and sustainment after the system has been in operation for five years.

The Parties (SDUA and Thinkstream) intend to utilize the governance structure outlined in this MOU for the implementation and operation of the RCIP program. The RCIP will be governed by a nine-member Executive Committee consisting of representatives from various public safety agencies. The MOU also establishes a Steering Committee (comprised of seven representatives) to provide project management and oversight of the RCIP and recommendations to the Executive Committee. The MOU remains in effect for ten years; however, any party to the MOU may withdraw by providing ninety days written notice with no financial penalty.

FISCAL IMPACT

The total cost of the RCIP at complete build-out is \$2,900,000. A combination of DHS Urban Area Security Initiative (UASI) and San Diego Police Foundation grant awards completely fund the design, implementation and maintenance costs for the first five years of the project. A summary of grant funding follows:

- UASI 2007 - \$500,000
- UASI 2008 - \$1,050,000
- UASI 2009 - \$832,000
- San Diego Police Foundation - \$518,000

Beginning July 2013, the annual "local" costs for the Oceanside Fire Department, because of its membership in the North County Dispatch/Joint Powers Agreement (NCD/JPA), are estimated to be approximately \$5,000 (maintenance/sustainment, connectivity, CAD interface increase).

When the Oceanside Police Department joins the system in Phase 4, its annual "local" costs will be higher because Oceanside Police Communications is not part of a JPA and is an independent dispatch entity. The costs for the Police Department beginning July 2013, are estimated to be approximately \$26,000 (maintenance/sustainment, connectivity, CAD interface increase).

However, it is expected that revenues from the Private-Public Partnership Agreement will cover the ongoing maintenance/sustainment and connectivity costs bringing the

"local" costs for the Fire Department down to approximately \$700 and the Police Department approximately \$5,500. These CAD interface costs cannot be funded with UASI grant funds or potential revenue from the PPP Agreement. Funding for Fire and Police "local" costs will be included in the departments' FY 2013-14 through 2017-18 budgets.

COMMISSION OR COMMITTEE REPORT

Due to timeline, this project will not be presented to the Police/Fire Commission until Thursday, August 20, 2009.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve a ten-year Memorandum of Understanding with the San Diego Urban Area (SDUA), to participate in the Regional Computer Aided Dispatch Interoperability Project (RCIP), a communications project which is fully grant-funded for the first five years, direct staff to budget for years 6-10 and authorize the City Manager to execute the MOU in its current form or as may be modified, after approval by the City Attorney.

PREPARED BY:



Joseph R. Urban
Emergency Preparedness Coordinator

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Terry Garrison, Fire Chief
Frank McCoy, Police Chief
Teri Ferro, Financial Services Director



MEMORANDUM OF UNDERSTANDING
FOR THE SAN DIEGO URBAN AREA REGIONAL
COMPUTER-AIDED-DISPATCH INTEROPERABILITY PROJECT (RCIP)

Effective as of the day and year last written on the signature page of this document (the "Effective Date"), this Memorandum of Understanding ("MOU") provides for the collaborative development, implementation, and management of Regional Computer-Aided-Dispatch ("RCIP") capabilities by and among the parties described in the attached Exhibit "A" (herein individually referred to as a "Party" and collectively referred to as the "Parties").

I. SCOPE

The scope of the Regional Computer-Aided-Dispatch Interoperability Project is to provide for the collaborative development and implementation of interoperable communications capabilities among public safety agencies throughout the cities and unincorporated areas of San Diego County (the San Diego Urban Area). The RCIP enables collaboration, situational awareness and timely distribution of critical incident information by providing a method for fire rescue, medical and law enforcement CAD systems to manage and share data and resources during response incidents that affect the region. The RCIP has been designed for secure transport of real time public safety information. The RCIP provides an organized method of coordinating regional public safety resources (law enforcement, fire, medical) to reduce response time, increase personnel efficiency and increase resource management to and from regional dispatch centers, and the field. It is recognized that each of the Parties has and will maintain its own Computer-Aided-Dispatch capabilities beyond the RCIP solution.

II. PURPOSE AND INTENT

The purpose and intent of this MOU is to define the governance structure of the SDUA RCIP Program. The Parties hereto agree to work together in a cooperative manner that benefits regional public safety and emergency services, and ensures optimal communication, coordination and information sharing in all appropriate instances, among all appropriate entities. The Parties intend to utilize the governance structure outlined in this MOU for the implementation and operation of the RCIP solution. This document sets forth the rights and responsibilities of the Parties for participation in the SDUA RCIP Program. The Parties agree as follows:

III. POLICY

The SDUA RCIP solution is a regional resource that is shared by law enforcement, fire rescue and medical response operations and units located within the SDUA. The use of the RCIP solution shall be at the discretion of the Parties and in accordance with operational policies adopted by the governing body. Use of the RCIP solution should be considered during the planning phase for all large pre-planned regional exercises or events and incorporated into any written operations plans.

IV. GOVERNANCE STRUCTURE

A. EXECUTIVE COMMITTEE. The SDUA RCIP Program shall be governed by a nine member Executive Committee ("EC"). The EC shall be responsible for the overall administration and direction of the RCIP Program through interaction with the Steering Committee (as defined

below). The EC's duties and responsibilities shall include determination of the program's vision and scope, establishing priorities, acting as a program advocate, establishing program funding, and overseeing the Steering Committee. The EC shall meet no less than once a year.

1. Organization. The following nine representatives, or their designees, in their duties as designated by the RTP, shall act as the Executive Committee:

- San Diego County Police Chiefs and Sheriff's Association Representative
- San Diego County Fire Chiefs Association Representative
- San Diego County Office of Emergency Services Director
- City of San Diego Office of Homeland Security Program Manager
- San Diego Regional Technology Center Director
- City of San Diego Chief of Police
- City of San Diego Fire Chief
- San Diego County Sheriffs Office
- San Diego Fire District Association Representative

2. Rules and Regulations. The EC may adopt bylaws, rules, or regulations as may be required for the conduct of its meetings and the orderly operation of the SDUA RCIP Program. Further the EC shall comply with Government Code Section 54950 et seq. (commonly referred to as the Brown Act.)

3. Quorum and Voting. The City of San Diego Office of Homeland Security, as the SDUA RCIP Fund Coordinator, must have a representative present, and a minimum of four (4) additional board members must be present in order for the EC to have a quorum to vote and transact business. Each member shall have one vote.

Actions of the EC shall be approved by a majority vote of members present at a meeting where a quorum exists and a representative of the City of San Diego Office of Homeland Security is present.

B. STEERING COMMITTEE. The SDUA RCIP Program shall be regionally coordinated by a Steering Committee. The Steering Committee's duties and responsibilities shall include: project management and oversight, establishing and monitoring all RCIP subcommittees, development of the operational procedures, participation in the selection of consultants or contractors, development and implementation of the process and procedures for the use of the RCIP solution, resolution of project differences of opinion and grievances, and approval of each aspect of project development and implementation. Steering Committee recommendations shall be presented to the EC for final approval. The Steering Committee shall meet no less than once every three months.

1. Organization. The SDUA RCIP Steering Committee shall be comprised of seven positions. One representative from Fire, one representative from Law Enforcement, one representative from the City of San Diego Office of Homeland Security, two representatives from Fire/EMS dispatch agencies and two representatives from Law Enforcement dispatch centers. Additional representatives may be added upon approval of the Executive Committee.

2. Quorum and Voting. A quorum for the conduct of the Steering Committee business shall exist when a majority of the Steering Committee members or their alternates are

present. Each member of the Steering Committee or their alternate shall have one vote. When a committee member and their alternate are both present, only the committee member shall vote. Actions of the Steering Committee shall be approved by a majority vote of members present at a meeting where a quorum exists.

C. RCIP PROJECT MANAGER. The RCIP Project Manager shall be selected and report to the Executive Committee. The RCIP Project Manager, after consulting with the Steering Committee, shall be responsible for the selection of other project technical consultants, formation of the project working team from the participating agencies, specifications and preparation of any grant proposals, and for primary vendor selection screening and recommendation. The RCIP Project Manager shall report to the EC and shall serve as the Chair of the Steering Committee. The RCIP Project Manager shall coordinate with the Fund Coordinators for all contractual and grant administration issues.

D. FUND COORDINATORS. Fund Coordinators from the City of San Diego, County of San Diego, and other Parties managing RCIP grant or revenue funds shall be responsible for administration, coordination, fiscal integrity, record maintenance, and other administrative duties as associated with RCIP grant and revenue funds. The Fund Coordinator(s) shall be an employee of the agency managing the grant/revenue and shall coordinate with the RCIP Project Manager.

E. SDUA TECHNICAL GROUP. The CAD Technical Manager and/or designee from each of the participating Dispatch Centers shall form the RCIP Technical Group. This group shall be responsible for the coordinating installation and maintenance activities for the use of the RCIP solution. The Technical Group shall report to the RCIP EC and coordinate closely with the Steering Committee.

F. SUBCOMMITTEES. The Steering Committee shall establish and manage subcommittees as necessary to ensure effective operation, participation and communication for the SDUA RCIP Program. The Steering Committee shall appoint a chair for each subcommittee. Members of any subcommittees (other than the chair) are not required to be members of the Steering Committee. The subcommittee chairs shall, at each meeting of the Steering Committee, report to the Steering Committee Subcommittee progress and issues.

V. OWNERSHIP AND MAINTENANCE OF EQUIPMENT

A. TITLE. Title to equipment acquired with Federal funds will vest with the SDUA via the Unified Disaster Council (UDC) upon acquisition and is subject to the obligations and conditions set forth in 28 CFR Part 66 for State and local units of government.

B. USE. Recipients shall use equipment in accordance with the following requirements:

1. Equipment must be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program project, the equipment may be used in other activities currently or previously supported by a Federal agency.

2. The recipient shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided such use does not interfere with the work on the projects or programs for which it was

originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.

3. The recipient shall not use equipment acquired with funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted, or contemplated by Federal statute.

C. MANAGEMENT. Recipient procedures for maintaining equipment (including replacement), will meet the following requirements:

1. Equipment Inventory Logs will be provided by the City of San Diego Office of Homeland Security (SDOHS). Property records must be maintained which include:

- a) Serial number or other identification number;
- b) Source of the property;
- c) Identification of title holder;
- d) Acquisition date;
- e) Cost of property;
- f) Percentage of Federal participation in the cost of the property;
- g) Location of property;
- h) Use and condition of the property;
- i) Disposition data, including the date of disposal; and

2. A physical inventory of the property must be taken and the results reconciled with the property records once a year.

3. Property records and updates must be provided to SDOHS.

4. Property must be made available for viewing during a monitoring visit or audit.

5. A control systems must exist to ensure adequate safeguards to prevent:

- a) Loss;
- b) Damage; or
- c) Theft of the property

Any loss, damage, or theft shall be investigated by the recipient, as appropriate.

6. Adequate maintenance procedures must exist to keep the property in good condition.

D. DISPOSITION. Recipient shall notify the City of San Diego Office of Homeland Security (SDOHS) when property requires disposal or is no longer needed for the original project or program, or for other activities currently or previously supported by a Federal agency. Recipient must receive approval from SDOHS before any disposal or transfer can occur.

E. EQUIPMENT IDENTIFICATION. All equipment purchased with grant funding must be identified:

1. Recipient shall affix an assigned numbered identification tag, provided by SDOHS, to all equipment valued at \$5000 or more.

2. Recipient shall prominently affix an identification tag provided by SDOHS that states: *"Purchased with funds provided by the U.S. Department of Homeland Security."* to all equipment regardless of its value.

VI. SDUA RCIP COOPERATION IN PROFESSIONAL SERVICES AGREEMENT

The City of Vista was delegated by the SDUA to contract with Thinkstream to develop the RCIP solution on behalf of the SDUA parties. The parties agree to cooperate with Thinkstream in the performance of the Professional Services Agreement and by signing this MOU agree to participate in any mutual defense in any action filed by Thinkstream against the City of Vista alleging a breach of contract or related cause of action arising out of the performance of the Professional Services Agreement, excepting any breach or related cause of action due to Vista's sole negligence or willful misconduct.

VII. SDUA RCIP ONGOING OPERATING COSTS

The cost of the ongoing operations and maintenance of the SDUA RCIP shall be allocated to each participating agency deriving benefit from the project on an annual basis. For the initial term and any extension of the Professional Services Agreement, Thinkstream shall bear the cost of maintenance out of any funds realized from the Private-Public Partnership agreement in accordance with the Addendum to the PSA. Any costs for operations shall be allocated and shared equally among the participating Dispatch Centers connected to the RCIP. Monies reimbursed to the SDUA through the PPP Agreement over that amount paid to Thinkstream for maintenance shall be allocated to this purpose and deducted from the total per agency cost. Any 'Annual Contract Revenue' funds not expended for this purpose shall be handled as directed by the EC. Such costs shall be distributed as follows:

A. Operations and Maintenance costs, if any, for each year shall be divided equally among the agencies listed under Section 1.6a of the Professional Services Contract. Only those agencies connected to and receiving benefit from the SDUA RCIP (as determined by the EC) shall be responsible for payment of these costs.

B. The City of San Diego Office of Homeland Security shall be reimbursed for certain administrative costs involved in the direct administration of any grant or grants received for the RCIP project, as agreed to by the EC. These accepted administrative costs shall be the first and primary use of any "Annual Contract Revenue" derived from the Public-Private Partnership Agreement.

C. The City of San Diego Office of Homeland Security shall provide to each of the agencies an invoice for the distributed costs within thirty (30) days of receipt of the Maintenance Cost Invoice.

D. Each participating agency receiving such an invoice shall render the full amount of the invoice to the City of San Diego Office of Homeland Security at the address listed in Section VIII of this agreement with expediency.

E. Any agency contesting the appropriateness or details of the charges shall submit their concerns in writing to the SDOHS SDUA RCIP Coordinator, who shall in turn notify the EC of the concerns. The EC shall have final determination on the validity of the charges.

VIII. OBLIGATIONS AND RESPONSIBILITIES OF PARTICIPATING DISPATCH CENTERS

There are certain and specific costs that will remain the responsibility of each of the participating Dispatch Centers, unless otherwise noted in Section VI. These costs are known at this time to be:

A. Connectivity costs. Each agency is responsible for the purchase, installation and sustainment costs of one "data line" as required by the SDUA RCIP vendor.

B. Security Equipment. Each agency is responsible for the purchase, installation and sustainment costs of any data security device required by their CAD, Information Technology/Services regulations or by their agency.

C. RCIP Maintenance or Performance Fee. As required in Section 2.6 of the Professional Services Agreement, an annual fee will be assessed by the vendor, beginning in Year 3 of the RCIP project. This annual charge for the maintenance of the project will be \$20,000 per year, per Dispatch Center connection and shall be paid out of funds received, if any under the Private-Public Partnership. As outlined in Section VI.A above, it is the intention of this MOU to utilize any Annual Contract Revenue to cover these costs or portions thereof on behalf of each participating Dispatch Center.

D. Participation and Support. The SDUA RCIP participating agencies (as defined in the RCIP Professional Services Contract) agree to participate in any and all programs and events detailed in Sections 5 and 6 of the SDUA RCIP Public-Private Partnership Agreement (PPP), or as determined by the EC. Such participation is limited to the programs and events contained within said sections unless otherwise agreed upon by the parties involved; however, all SDUA RCIP participating agencies acknowledge the importance of participation by all entities in this program. In the event of a disagreement by any party as to the meaning and intent of "participation," the EC shall render the determinant binding decision.

IX. ADDITIONAL PARTIES

Additional entities providing public safety dispatch services may become a party to this MOU upon a majority vote of the SDUA RCIP Executive Committee and by executing a signed Agreement in which the entity agrees to accept the terms of this MOU.

X. NOTICE

Any notice, demand, complaint, request, or other submission under this MOU shall be in writing and shall be sent either by US Mail, Certified, return receipt requested, or by personal delivery, to the SDUA RCIP Executive Committee in care of the UASI grant coordinator at:

City of San Diego
Office of Homeland Security
Attn: SDUA RCIP Coordinator
202 C Street, MS 810H
San Diego, CA 92101

XI. AMENDMENTS

This MOU may only be amended or modified by a unanimous vote of the Parties to the MOU.

XII. COUNTERPARTS

This agreement may be executed in any number of separate counterparts and by each of the Parties in separate counterparts, each counterpart constituting an original, and all such counterparts constituting but one and the same agreement.

XIII. GOVERNING LAW

This MOU shall be governed by and construed according to the laws of California.

XIV. COMPLIANCE WITH LAWS

In exercising their rights under this MOU, the Parties shall fully comply in all material respects with the requirements of any and all applicable laws, regulations, rules and orders of any governmental body having jurisdiction over the exercise of rights under this Agreement.

XV. EFFECTIVE DATE AND TERMINATION

A. This MOU shall become effective upon its execution by all Parties and, unless otherwise mutually agreed to in writing by the Parties shall remain in effect for ten (10) years unless extended by mutual agreement and amendment or replaced by a permanent governance structure.

B. Any Party to this MOU may withdraw by providing ninety (90) days written notice. Notice of termination shall be sent or otherwise delivered to the Executive Committee at the address listed in Section VIII.

C. This MOU shall terminate immediately in the event of a loss of funding necessary to carry out the purposes of this MOU, or disapproval by a federal administrative agency, or if it is determined by the Executive Committee or by a legal authority having jurisdiction that the MOU or the SDUA RCIP violates any Federal or State laws, rules or regulations. In the event termination is pursuant to this provision, a notice specifying the reasons for termination shall be sent by the Executive Committee to all Parties to the MOU as soon as possible after the termination in accordance with the procedures set forth herein.

D. This MOU may not be terminated at the convenience of any Party if the performance under this MOU is compelled by State or Federal Statute or Executive Order.

E. As of the effective date of this MOU, none of the parties to this agreement is aware of any State or Federal Statute or Executive Order that compels any party to continue performance under this MOU or compels any party not to terminate for any reason.

XVI. EFFECTS OF WITHDRAWAL AND TERMINATION

A. Upon withdrawal by any Party from this MOU, the Party withdrawing from participation in the MOU shall return all end user equipment funded by RCIP grant awards for reallocation.

B. Parties hosting network infrastructure in their facility that withdraw from this MOU agree to continue to allow operation of the equipment, including access to the facility, for the term of the MOU provided the remaining parties agree to assume all costs associated with operation of the SDUA RCIP equipment in the facility including, but not limited to, utilities, lease costs, licenses, and equipment maintenance. The remaining parties to this agreement also agree to assume all terms and obligations of existing permits, licenses, and lease agreements; to operate and maintain the equipment in a manner that is consistent with any existing permits, regulations, or agreements; and agree to indemnify the withdrawing party from liabilities associated with accessing the facility and operating the RCIP equipment.

C. Upon termination of this MOU, the Executive Committee shall determine by majority vote how to distribute any undistributed grant funds and equipment, subject to the rules associated with the grant award.

SDUA RCIP Executive Committee

San Diego County Police Chiefs and Sheriff's Association

By: _____
Thomas Zoll Date

San Diego County Fire Chiefs Association

By: _____
David Ott Date

San Diego County Office of Emergency Services

By: _____
Ron Lane Date

City of San Diego Office of Homeland Security Program Manager

By: _____
Donna Faller Date

San Diego Regional Technology Center Director

By: _____
Bob Welty Date

City of San Diego Police Department

By: _____
David Ramirez Date

City of San Diego Fire Department

By: _____
Tracy Jarman Date

San Diego County Sheriff's Department

By: _____
William Kolender Date

San Diego County Fire Districts Association

By: _____
Augie Ghio Date

IN WITNESS WHEREOF, this Memorandum of Understanding is entered into by the San Diego Urban Area Regional CAD Interoperability Project Executive Committee and the _____ by and through their authorized representatives.

Agency: City of Oceanside

By: _____

Title: City Manager

I HEREBY APPROVE the form of the foregoing Memorandum of Understanding this day of _____, 20_.

Attorney for: CITY OF OCEANSIDE

By: 

Title: ASSISTANT CITY ATTORNEY

Exhibit A

Parties to the agreement

1. San Diego County
2. City of Carlsbad
3. City of Chula Vista
4. City of Coronado
5. City of Del Mar
6. City of El Cajon
7. City of Encinitas
8. City of Escondido
9. City of Imperial Beach
10. City of La Mesa
11. City of Lemon Grove
12. City of National City
13. City of Oceanside
14. City of Poway
15. City of San Diego
16. City of San Marcos
17. City of Santee
18. City of Solana Beach
19. City of Vista
20. Marine Corps Base, Camp Pendleton
21. CAL-FIRE San Diego Unit