



DATE: September 24, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Fire Department

SUBJECT: **APPROVAL TO ACCEPT GRANT FUNDS AND APPROPRIATE THE FUNDS, AND APPROVAL OF A PURCHASE ORDER FOR BLUE CARD TRAIN THE TRAINER CLASSES**

SYNOPSIS

Staff recommends that the City Council accept \$99,000 in grant funds from the 2013 Urban Areas Security Initiative (UASI) Grant awarded to San Diego County and allocated to the City for the Blue Card Incident Management Training System; approve the appropriation of these funds to Fire Department; approve a purchase order in the amount of \$66,000 to Across the Street Productions of South Bend, Indiana, to provide the Blue Card Train the Trainer classes; and authorize the Financial Services Director, or designee, to execute the purchase order.

BACKGROUND

In 2010 the Oceanside Fire Department (OFD) implemented the Blue Card Incident Management System. Since then, OFD has taken the lead in the county in regionalizing the Incident Management System. Because of this effort, the OFD Command Training Center is recognized throughout San Diego County as the training site for the Blue Card Incident Management Training. In 2013 San Diego County Unified Disaster Council approved implementation of the Blue Card Incident Management System in San Diego County.

In 2013 the UASI Grant provided nearly \$559 million to the County of San Diego to support the implementation of risk-driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban, State and Regional Areas identified during the Threat and Hazard identification and Risk Assessment (THIRA) process. The capability levels are assessed in the State Preparedness Report and provide capability-based planning, organization, equipment, training and exercise needs to prevent, protect against, mitigate, respond to and recover from acts of terrorism and other catastrophic events.

The 9/11 Act requires states to dedicate a percentage of money from UASI, and appropriate the funds for Incident Management Training, planning, organization, training and exercises. The City of San Diego Office of Homeland Security manages the local area's UASI grant fund, and allocated \$99,000 of reimbursable grant funds to the City of

Oceanside Fire Department for delivery of the Blue Card Incident Management Train the Trainer Classes.

ANALYSIS

The \$99,000 in UASI Grant funds will be used to reimburse funds expended for three Blue Card Train the Trainer classes. The cost per class is \$33,000. The first class was held on August 25, 2014, and the last class will be held in January 2015. These classes provide instructors to all the fire departments to maintain, train, and support the Blue Card Incident Management System.

The vendor, Blue Card and Associates, is paying OFD a total of \$7,500 in facility use fees (\$2,500 per class) for setting up and hosting the Train the Trainer classes at OFD Command Training Center.

FISCAL IMPACT

The 2013 UASI Grant has no matching funds requirement; it is a 100 percent funded reimbursable grant. The funds will be budgeted and deposited into account 817140200273.4376 and the training expense will be appropriated and charged to 81714020073.5350.

The purchase order to Across the Street Productions for two classes is in the amount of \$66,000. OFD paid \$33,000 for the first class out of Fire Training account 550553101.5350.

The funds received for the facility use will be budgeted and deposited into account 550553101.4501.

INSURANCE REQUIREMENTS

Does not apply.

COMMISSION OR COMMITTEE REPORT

For information only.

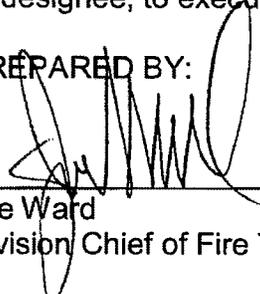
CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

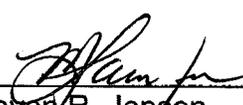
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PREPARED BY:



Joe Ward
Division Chief of Fire Training

SUBMITTED BY:



Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Darryl Hebert, Fire Chief
James Riley, Financial Services Director



ATTACHMENTS:

1. Blue Card T&T Terms and Conditions
2. Facility Use Agreement
3. FY13 UASI State-Sponsored Training Reporting Form



Hosting a Train the Trainer (TtT) Session Terms and Conditions

TtT Session General Overview - All Blue Card Instructor students must have at least five years of fire service field experience. The ideal Blue Card instructor would be a Department Training Officer, Response Chief or Ranking Operations Chief (Shift Commander, District Chief, etc.).

Each student must successfully complete the Blue Card online program prior to the start of class. All Instructor TtT sessions are five days in duration. Class times are 8:30 am to 5:00 pm each day of the session. The first three days of the session, all of the students will go through the IC certification process, even if they have already been certified in a simulation lab. The last two full days of the TtT session will focus on:

- Instruction and detailed lesson plans on
 - ❖ Tactical and Embedded Safety Operations
 - ❖ Command Team Operations
 - ❖ Mayday Operations
- Blue Card Records Management System (RMS) overview
- Certification management and system delivery

Each student will receive the standard Blue Card Instructor's media and certification package at the successful conclusion of the 5 day program (Appendix B).

Hosting Agency Requirements:

- The cost to host an outside TtT session is \$33,000.00 with a max enrollment of 10 people (absolutely no exceptions)
- The Hosting Agency must fill the class roster for a TtT session.
- Blue Card will not advertise for any TtT sessions outside of Phoenix, AZ and Clay FD, IN
- TtT date(s) and times will be agreed upon by Blue Card and the Hosting Agency.
- The location of the TtT can be the Hosting Agencies Command Training Center (CTC) or another acceptable location in the Hosting Agencies general area. (Appendix A)
- Blue Card will pay the hosting agency an agreed upon CTC rental fee when setting up the training session
- The Hosting Agency is responsible for coordinating hot lunches at the designated training site for all five days of the session. Blue Card will pay \$1,000.00 to the Hosting Agency to cover the lunches provided

If local Instructors are used to deliver the training:

- All Instructors teaching for Blue Card must be OFF DUTY or using some type of personal leave
- Only two (2) local instructors will be paid \$500 each day of the session the first four days of the training session (W-9 must be provided prior to payment)

Class Roster – The Hosting Agency must provide the Blue Card Staff with a class roster of six to eight qualified people at least 30 days prior to the session. ****If the Hosting Agency cannot fill the minimum class size 30 days prior to the session, the session will be cancelled or rescheduled to a later date**.**

There are two (2) payment options:

Option #1 – The Hosting Agency pays for, and owns, all of the Instructor’s licenses for the session. In this case, one (1) invoice will be sent to the Hosting Agency and they will be 100% responsible for payment. Only one (1) CTC locator pin will be placed on the www.BlueCardCommand.com web site.

Option #2 – There are several Agencies involved in the TtT session and each Agency will own their own Instructor’s licenses. In this case, we will invoice each individual Agency/Instructor and they will be 100% responsible for payment. Each Agency invoiced will have one (1) CTC locator pin placed on the www.BlueCardCommand.com web site. It is the responsibility of the Hosting Agency to provide Blue Card with responsible parties as soon as they are identified.

All payments must be made out to: Across the Street Productions

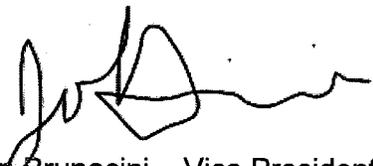
All payments are due no later than 15 days prior to the TtT session.

By signing this agreement you agree to all terms and conditions.

Hosting Agency

Across the Street Productions

Responsible Party Printed Name


John Brunacini – Vice President

Responsible Party Signature

APPENDIX A - MINIMUM CTC CLASSROOM & HARDWARE REQUIREMENTS TO HOST A TtT:

- One classroom that will comfortably accommodate at least ten people and two Instructors.
- One overhead projector with a display computer and screen that is capable of playing DVD videos with audio.
- A high speed Internet connection that is available on the main classroom screen.
- Firefox web browser
- At least one large white board at the front of the classroom with dark colored markers.
- At least eight individual computer stations.
- One BC computer station that is in a separate area of the structure away from the other computer stations.
- Fire Studio simulation software (minimum of 4.1 or higher) loaded and working on all computer stations with the latest, revised simulations loaded.
- One (1) IT/AV qualified person on stand-by the duration of the training session
- At least 12 working portable radios.
- Blue Card can provide a CTC in a box and a radio package for an additional fee.

APPENDIX B- DELIVERABLES:

An Instructor license is good for one (1) year from the end date of your TtT Instructor Training Session.

All Instructors will receive the following materials in the Instructor Certification Package at the conclusion of the training session:

- Command Functions Review and Communications Overview PowerPoint and Instructors Guides.
- Residential, Multi-Unit Residential, Strip Mall, Commercial, and Big Box Tactical Template PowerPoint's and Instructors Guides.
- Several Residential, Multi-Unit Residential, Strip Mall, Commercial, and Big Box Simulations. All with Incident Review PowerPoint's and Instructors Guides. (Over 20 simulations total.)
- 16 DVD video package that includes; Fire Command Video Series, Critical Factors Video Series, Managing Mayday Video Series; On-Deck, Recycle, 3 Deep, and SDG Operations DVD videos.
- 32 gig iPad (iPads are limited to nine per fire department at this time.)
- At the end of the training session, each Instructor is required to electronically agree to the "Blue Card Instructor License Agreement" prior to receiving their Instructor materials and iPad.

A Certified Instructor will receive the following for One (1) year after the TtT Session:

1. Continued access to all Blue Card online modules and all E-Textbooks.
2. Four- three (3) hour, Quarterly CE modules.
3. CE's will tie into and correlate with the Instructors Training Packages & BSHIFTER Magazine.
4. Full access to the Blue Card Instructors Download Center.

5. Administrative rights to the state of the art RMS system that helps the instructor with student tracking, certification, and re-certification. The RMS tools include many features to assist an Instructor in coordinating and delivering department wide Blue Card training.

Quarterly Instructors Training Packages include:

1. At least 1 - Full blown simulation with several tactical positions. Included are the Instructor Simulation Overviews and the classroom Simulation PowerPoint Reviews.
2. Updates to previous training materials.
3. Task, Tactical, and Strategic Level training packages.
4. Videos, PowerPoint presentations, and more...

Enrolled Instructors will also be invited to the Blue Card Semi-Annual Instructors support meetings (free – you just have to get there). These meetings will be held during the Annual Brunacini Hazard Zone Conference in October at the University of Notre Dame, and in the Indianapolis, IN area during FDIC week. The focus of the instructor meetings will be to review the instructors' material sent out the previous six months. The meetings will also give all the instructors a chance to network, coordinate, trade ideas and provide feedback to the Blue Card Staff.

Note: Cost for individual Blue Card Annual Instructor Support Program is \$2,000.

After the One year subscription has ended, Blue Card Certified Instructors have the option to continue subscribing to the Blue Card Instructor Support Program. The Instructor will continue to receive all of the year's previous services outlined above.

For departments that have more than one instructor and want to have all their instructors continue their subscription and administration services the cost is \$2,000 for the 1st Department Instructor and \$500 for each of the remaining Instructors.

Revised April 2014

**For any Blue Card Assistance
Please contact Jen at:
Toll Free (855) 872-5822**



FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (hereinafter referred to as the "Agreement") is entered into this 25th day of August, 2014, by and between the City of Oceanside, a municipal corporation (herein after referred to as the "City"), and Blue Card and Associates (hereinafter referred to as "Permittee").

RECITALS

WHEREAS, Permittee offers that certain courses titled Blue Card Train the Trainer (Total of 3 Classes), which benefits Fire Department Employees the opportunity to obtain their Blue Card Instructor Certification in the City of Oceanside;

WHEREAS, City is desirous of and Permittee has agreed to provide the Blue Card Train the Trainer Course; and

WHEREAS, City has agreed to provide classroom space at its Fire Training Center to accommodate pupils and an instructor and Permittee has agreed to provide a qualified instructor to teach said classes at the location.

NOW, WHEREFORE, in consideration of the foregoing recitals and the other considerations contained herein, the parties do mutually agree as follows:

1. City shall, at a cost to Permittee (\$2500 facility use), provide a Command Training Center at its Oceanside Fire Department Training Center, located at 110 Jones Road, Oceanside, California, as a satellite location for Permittee's use in conducting classes for said course (hereinafter the "Classroom Facility"), commencing on Aug 25, 2014, and will occur twice more in the upcoming months, between the hours of 8 am and 5 pm. The last class will be held in January, 2014.
2. Permittee shall, at no cost to City, provide a qualified instructor to teach the classes and furnish all course materials related to the instructions and classes. Attached hereto as Exhibit "A" and incorporated herein by this reference is Permittee's Oceanside Fire Department Proposal setting forth the tuition per student, payable directly by the student to Permittee.
3. City will be responsible for opening and making the Classroom Facility available for Permittee's instructor and pupils at least fifteen (15) minutes prior to the start of the scheduled class time and securing the Classroom Facility no later than fifteen (15) minutes after the scheduled ending time. In the event Permittee needs access to the Classroom Facility earlier or later than said stated times, Permittee shall give City at least twenty-four (24) hour prior notice of such need and City shall reasonably accommodate such request.
4. City shall be responsible for all janitorial, utility, maintenance and other like services related to Permittee's use of the Classroom Facility.
5. City and Permittee mutually agree that there shall be no monetary charges against the other party as a result of this Agreement, except as stated otherwise herein.
6. Permittee shall at all times relieve, defend, indemnify, protect, and save the City and any and all of its boards, officers, agents, and employees harmless from any and all claims and

demands, actions, proceedings, losses, liens, costs, judgments, civil fines, and penalties of any nature whatsoever in regard to or resulting from the use of the Classroom Facility, including but not limited to expenses incurred in legal actions, death, injury, or damage that may be caused directly or indirectly by:

- a. Any unsafe or defective condition in or on the Classroom Facility of any nature whatsoever which may exist by reason of any act, omission, neglect, or any use or occupation of the Classroom Facility by Permittee; or
- b. Any operation, use, or occupation conducted on or at the Classroom Facility by Permittee; or
- c. Any act, omission, or negligence on the part of Permittee's employees, agents, invitees, or licensees.

7. Venue for enforcement of this Agreement shall be in the Superior Court of San Diego County. The parties agree that before either party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration that the parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in San Diego County. The cost of mediation shall be shared equally by the parties.

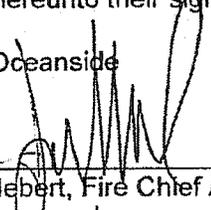
8. In the event any action shall be instituted between the parties in connection with this Agreement (including, without limitation, any action to enforce the indemnities hereunder), the party prevailing in such action shall be entitled to recover from the other parties all of its costs of action, including, without limitation, attorneys' fees and costs as fixed by the court therein, expert fees and disbursements of counsel.

9. If, for any reason City cannot deliver the use of the Classroom Facility to Permittee at any time during the period described in Section 1 above, City shall not be liable to Permittee for any loss or damage resulting therefrom.

10. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of City and Permittee.

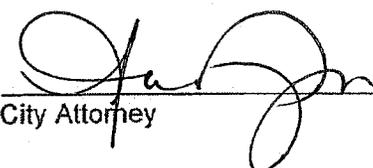
IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Facility Use Agreement to be executed by setting hereunto their signatures on the day and year respectively written hereinbelow

City of Oceanside

By: 
Darryl Hebert, Fire Chief / Joe Ward, Div. Chief

Date: 9/8/14

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

By: 
City Attorney

Permittee

By: 
Its: Nick Brunacini, Owner/Instructor

Date: 9/8/14

By: 
Its: Jon Brunacini, Owner/Instructor

Date: 9/8/14

Attending State-Sponsored Training - Reporting Form

Tracking Number: Request-14-32782
POC First Name: Harry
POC Last Name: Muns
POC Email: hmuns@sandiego.gov
POC Phone: 619-517-2326
State/Territory: California
Urban Area: San Diego
Sponsoring Jurisdiction: SD UASI
Total Cost: 100,000
Grant Programs: UASI
Grant Year: 2013
Number of Individuals: 50
Disciplines Trained: Fire Service
Dates of Delivery: 01/01/2014 - 12/30/2014
Catalog Number: NA
Proposed Course Title: Blue Card Command Simulation T&T
Description of Course: NA
Mission Area: Prevent
Level of Training: Awareness
Training Provider: Blue Card Command
Delivery: