



PLACER COUNTY
SHERIFF
CORONER-MARSHAL



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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshal
Date: October 6, 2009
Subject: Memorandum of Understanding template Fire Agencies for Fire Incident Data

Action Requested

It is recommended that your Board approve the Memorandum of Understanding (MOU) template for use between the Placer County Sheriff and fire agencies for fire incident data collected through SunPro software and authorize the Sheriff-Coroner-Marshal to execute the agreements based on final approval of County Counsel and Risk Management. The cost of the SunPro software (\$20,664) is prorated amongst the county and fire agency users based on the number of users plus a fee for services and maintenance (\$750 per agency). The initial term is based on a fiscal year basis. The cost for SunPro and revenue for its use is included in the budget submitted to your Board. There is no impact to the General Fund.

Background

Placer County Sheriff's Dispatch provides dispatch services for several fire agencies in western Placer County. These fire departments request an automated data transfer for Fire Incidents processed through the Computer Aided Dispatch software (Tiburon CAD). The SunPro server grabs specific call information (Date/Time/Location/Call Type) from the CAD server. It is then sent to the fire departments specific SunPro application, giving each fire department the ability to manage incident information used by them for reporting and incident management. Reports are retained locally and pushed to the State Fire Marshall's office. The Sheriff's Information Technology Unit provides the support required to maintain the data exchange, server operating system, security and administrative tasks required to maintain this critical application for fire departments. Sheriff's Information Technology Unit also provides training and upgrade oversight and management as requested. We have had SunPro and provided this service informally to the fire agencies since 2002. This MOU will formalize the arrangement. Your Board is requested to approve the template and authorize the Sheriff-Coroner-Marshal to execute the MOUs with participating fire agencies.

Fiscal Impact

There is no fiscal impact to the General Fund. The proceeds of the MOUs will offset the costs of SunPro as well as Sheriff's Information Technology staff for their services.

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AGREEMENT
for
Sunpro Reporting System Services
Provided by the Placer County Sheriff's Office to the
Foresthill Fire Protection District

This Agreement, made and entered into this _____ day of _____, 2009, is for annually renewable services to be provided by the PLACER COUNTY SHERIFF'S OFFICE, hereinafter referred to as "COUNTY," to the FORESTHILL FIRE PROTECTION DISTRICT, herein after referred to as "DISTRICT," beginning July 1st and ending June 30th of each year.

WHEREAS, DISTRICT is desirous of having Sunpro reporting system software and services performed and;

WHEREAS, COUNTY is qualified and willing to perform such services.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, IT IS AGREED by and between the parties hereto as follows:

1.0 **SCOPE**

COUNTY agrees to provide Sunpro Reporting system services as follows:

- a) Purchase initial Sunpro reporting software, licenses and install on designated servers.
- b) Purchase and maintain Sunpro server.
- c) Update Sunpro software when applicable.
- d) Provide initial training to DISTRICT on the use of Sunpro Software.
- e) Upon DISTRICT request, work with designated staff to troubleshoot software/server

DISTRICT agrees to the following:

- a) Provide Computer for Sunpro Software to be installed.
- b) Provide connectivity via internet or T1 access.
- c) Designate point of contact for each station utilizing Sunpro software.
- d) T1 access users shall provide hardware such as workstation and connectivity using County standards for both wiring and technical requirements.
- e) T1 access users shall not allow internet access or other network connections on Sunpro workstations that connect to the County network.

2.0 **AMENDMENT OF SCOPE**

Said scope may be amended only upon receipt of written concurrence of both COUNTY and DISTRICT.

3.0 **DATE OF COMPLETION**

This agreement shall remain in effect until cancelled by either party.

4.0 **AMOUNT OF PAYMENT**

DISTRICT shall pay an annual fee based on the number of Sunpro software licenses they acquire and a County maintenance fee. The license fee is determined by dividing the total annual Sunpro Software maintenance cost by the total number of licenses to determine a per license fee. The County maintenance costs are evaluated annually.

PAYMENT SCHEDULE

Payment shall be made to COUNTY in July of each year for services provided during that service year.

5.0 **RECORDS**

COUNTY shall maintain detailed records of work performed under this Agreement, and DISTRICT shall have the right to inspect such records after any reasonable notice of intent to inspect.

6.0 **NON-ASSIGNABILITY**

This Agreement and the rights and duties herein shall not be assigned in whole or in part without the express written consent of COUNTY.

7.0 **LOCATION OF WORK**

All services performed by COUNTY are to be performed at either Placer County Sheriff's Office or the DISTRICTS workstation location.

9.0 **CANCELLATION**

This Agreement may be canceled by COUNTY or DISTRICT upon the giving of sixty (60) days advance written notice. Such notice shall be personally served or given by United States Mail. COUNTY shall not be required to refund any payment in the event of DISTRICT cancellation of this agreement. COUNTY shall refund full payment in the event of COUNTY cancellation of this agreement.

10. **INSURANCE**

It is agreed that DISTRICT and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to

not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile liability and One Million Dollars (\$1,000,000) workers' compensation.

11. **INDEMNITY**

COUNTY agrees to indemnify and hold harmless DISTRICT and DISTRICT'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts of omissions of COUNTY, its employees or agents. DISTRICT agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of DISTRICT, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of COUNTY'S services, as well as during the progress of rendering such services.

12. **CONTRACTOR NOT AGENT**

Except as County may specify in writing DISTRICT shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. DISTRICT shall have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.

13. **ASSIGNMENT PROHIBITED**

DISTRICT may assign its rights and obligations under this Agreement only.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day, month and year first above written.

**FORESTHILL FIRE
PROTECTION DISTRICT**

PLACER COUNTY SHERIFF'S OFFICE

Signature

Signature

FFPD Board Chairman

Edward N. Bonner, Sheriff-Coroner-Marshal

Approved as to form:

_____ County Counsel