Meeting Date: **1/14/2014**

Report Type: Consent

Report ID: 2014-00029

08

City of SACRAMENTO

City Council Report

915 I Street, 1st Floor

www.CityofSacramento.org

Title: Contract: Fire Recruit Training Academy Trainer/Consultant Services (Two-Thirds Vote Required)

Location: Citywide

Issue: The contract for trainer/consultant services regarding the Fire Department's fire recruit training academy results in using a business model that saves the Fire Department approximately $300,000 in overtime costs and, pursuant to City Code Section 3.64.020, any contracts involving an expenditure of $100,000 or more require Council authorization.

Recommendation: 1) Pass a Resolution suspending competitive bidding in the best interests of the City for Fire Recruit Academy trainer/consultant services agreement with California Fire & Rescue Training Authority (CFRTA) used by City of Sacramento, Fire Department; and 2) Pass a Motion a) awarding a Trainer/Consultant Services Agreement with CFRTA with an initial term expiring on June 30, 2014 and with the option of two one-year extensions for a total not-to-exceed amount of $900,000; and b) authorizing the City Manager, or his designee, to execute the forgoing contract agreement and any extension(s).

Contact: Kim Iannucci, Assistant Chief, (916) 216-0305, Fire Department

Presenter: None

Department: Fire

Division: Fire Training

Dept ID: 12001421

Attachments:

1-Description/Analysis

2-Resolution

3-Trainer/Consultant Services Agreement with CFRTA

City Attorney Review

Approved as to Form

Lan Wang

12/30/2013 4:36:59 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt

Russell Fehr

12/17/2013 11:58:35 AM

Approvals/Acknowledgements

Department Director or Designee: Dan Haverty - 12/27/2013 9:34:26 AM

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Description/Analysis

Issue Detail: Sacramento Fire Department holds their own recruit training academy to prepare fire recruits for the job of firefighter. Traditionally, when an academy is held, personnel from the field come to the Sacramento Fire Department Training Division for 26 weeks as drill instructors to prepare the recruits for the rigors of the job. Instructor to student ratio has been traditionally held at a 5:1 ratio not including the drill master. This ratio results in a large amount of backfill overtime for the field positions vacated by the drill instructors during their time at the academy. The high cost of overtime does not allow for additional staff to be brought in for the logistical support of the academy. This results in the drill instructors attending to their logistical needs (e.g. set-up, operation, repairs, tear-down of equipment) which cut into the instruction time.

Through the Fire Department's partnership with California Fire & Rescue Training Authority (CFRTA), a business model was created that could reduce the number of field staff brought in for each academy without affecting the 5:1 student ratio, save money on overtime, and add logistical support to the academy to allow the students full attention from the drill instructors.

The CFRTA agreement provides the Fire Department approved instructors and logistical staff along with all supplies, materials and certifications needed for a fully functioning academy. The Fire Department has used this model for smaller academies in the past with much success. The City able to utilize this unique service through our partnership with the CFRTA and without any additional administrative fees usually incurred for this type of service. Additionally, there are no other known organizations that can bid on or supply provisions of this type.

Policy Considerations: The recommendations in this report are consistent with provisions of Sacramento City Code Section 3.56.230 (C), which authorizes the City Council, upon a two-thirds vote, to suspend competitive bidding for any purchase when it is determined to be in the best interest of the City, and Sacramento City Code Section 3.56.090, which requires Council award for any contracts of $100,000 or more.

Economic Impacts: None

Environmental Considerations: This report concerns administrative activities that do not constitute a "project" as defined by Section 15378 of the California Environmental Quality Act (CEQA) Guidelines and is otherwise exempt pursuant to Section 15061(b) (3).

Sustainability: There are no sustainability considerations as listed in the Sustainability Master Plan applicable to approving the agreement with CFRTA.

Commission/Committee Action: None

Rationale for Recommendation: The Fire Department will continue to afford quality training to prepare their firefighters to deliver optimal service at a cost savings to the residents of the City of Sacramento and its surrounding areas.

In 1997, the Fire Department entered into a partnership with the CFRTA as a regional effort to coordinate training, share resources and reduce costs. Additionally, the quality of instruction and support provided to the fire recruit academy has been enhanced significantly.

Financial Considerations: Sufficient funding for this contract is available in the Fire Department's operating budget.

Local Business Enterprise (LBE) Program: Not applicable.

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RESOLUTION NO.

Adopted by the Sacramento City Council

CONTRACT: FIRE RECRUIT TRAINING ACADEMY TRAINER/CONSULTANT SERVICES

BACKGROUND

A. Sacramento Fire Department holds their own recruit training academy to prepare fire recruits for the job of firefighter. Traditionally, when an academy is held, personnel from the field come to the Sacramento Fire Department Training Division for 26 weeks as drill instructors to prepare the recruits for the rigors of the job.

B. The costs associated with the drill instructors does not allow for additional staff to be brought in for the logistical support of the academy. This results in the drill instructors attending to their logistical needs (such as set-up, operation, repairs, and tear-down of equipment) which cut into the instruction time.

C. Through the Fire Department's partnership with California Fire & Rescue Training Authority (CFRTA), a business model was created that would reduce the number of field staff brought in for each academy without affecting the current student to instructor ratio, save money on overtime and add logistical support to the academy to allow the students full attention from the drill instructors.

D. The CFRTA agreement provides the Fire Department approved instructors and logistical staff along with all supplies, materials and certifications needed for a fully functioning academy.

E. Additionally, there are no other known organizations that can bid on or supply provisions of this type.

F. Based on the above, it is in the City's best interest to suspend competitive bidding for the procurement of fire recruit academy trainer/consultant services with CFRTA.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. In the best interest of the City, competitive bidding is hereby suspended for the procurement of fire recruit training academy trainer/consultant services with CFRTA.

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CITY OF SACRAMENTO TRAINER/CONSULTANT SERVICES AGREEMENT

THIS CONTRACT IS MADE AND ENTERED AS OF _____ BETWEEN THE City of Sacramento (hereinafter referred to as "City"), and Trainer/Consultant (herein referred to as "Contractor").

Contractor Information

Contractor Name: CA Fire & Rescue Training Authority

Street Address: 9320 Tech Center Drive

City: Sacramento State & Zip: CA 95826

Phone: 916-475-1660

Requesting Department Information

Department: Fire Department

City Representative: Kim Iannucci

Title: Assistant Chief Phone number: 916-216-0305

E-mail: kiannucci@sfd.cityofsacramento.org Mail-code: 11000

Scope of Work Information

Date services to commence:	See Scope of Work	Date services to end:	See Scope of Work
Date(s) service to be performed:	To Be Determined	Time range of day:	8:00 am-5:00 pm
Course Title or Project Name:	Basic Fire Academy or Transitional Fire Academy	Location of services:	NCRPSTA McClellan, CA

Scope of Work:

Agreement shall be effective for an initial term beginning on the date the contract is made and entered, as stated above, and expiring on June 30, 2014. At the City's sole discretion, this agreement may be renewed for 2 one-year periods under the same terms and conditions. However, in no case shall the renewal(s) extend beyond June 30, 2016.

During the term of this agreement, the required services include, but are not limited to during each fire academy, the presentation of the following course: One presentation of

the Basic or Transitional Fire Academy training course. The CITY Representative or his/her designee reserves the right to develop, and agree upon, any additional classes based on its training needs assessment. CITY agrees to provide the Academy Drill Master, class materials essential for the class listed above and for any additional classes agreed upon by the CONTRACTOR and CITY Representative or his/her designee. Designated by CITY Representative or his/her designee. CONTRACTOR agrees to provide all other instructor(s), in addition, CONTRACTOR agrees to provide students any necessary equipment (personal, safety or otherwise) needed to safely conduct and complete the above training course. CONTRACTOR shall secure the following facilities or equipment for the Agreement as needed: training site, classroom(s), tables/chairs and A/V equipment (i.e. projection screen, projector and speaker capabilities).

- Special conditions (minimum/maximum attendance, etc.): 10 minimum/40 maximum for each fire academy. There shall be 1 to 2 fire academies each year.
- **Cancellation Policy**: Notification of cancellation must be made at least 15 days prior to scheduled class. Classes may be cancelled for the following reasons: 1) attendance is less than 50 percent of the stated minimum number of students, or 2) an emergency event makes it impossible for the class to be conducted. Cancelled classes will be rescheduled at a future date as agreed upon by the CONTRACTOR and the CITY Representative or his/her designee.

CONTRACTOR'S COMPENSATION: The total for all fees paid to the Contractor for the performance of all services set forth in this agreement shall not exceed the total sum of **$900,000.** The cost per student for each academy will be based on the number of students in the academy. This cost includes all expenses (travel, lodging, etc) unless otherwise stated. City will provide the Contractor with the cost per student amount prior to the start of each fire academy.

METHOD OF PAYMENT: Payment shall be due and payable upon completion of services rendered and submittal of an invoice. Payment by check will be processed no more than thirty (30) days from submittal of all paperwork by the Contractor. City shall make no payment for any extra, further, or additional services pursuant to this Contract unless such extra service and the price thereof is agreed to in writing and executed by an official of the City authorized to obligate the City thereto.

LICENSES & PERMITS: Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any applicable licenses, permits, or approvals that are legally required for Contractor to practice its profession, including a City business operation tax certificate. This agreement may create a possessory interest subject to property taxation. Contractor shall pay any taxes levied on the possessory interest by the City of Sacramento.

INDEPENDENT CONTRACTOR: At all times during the term of this Contract, Contractor shall be an independent contractor and shall not be an employee of the City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Contractor will be required to give progress reports upon request. Contractor shall indemnify the City against any liability arising out of an allegation or finding that Contractor is not an independent Contractor.

CONTRACTOR NOT AGENT: Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract, to bind City to any obligation whatsoever.

ASSIGNMENT PROHIBITED: No party to this Agreement may assign any right or obligation pursuant to this Contract. Attempted or purported assignment or any right or obligation pursuant to this Contract shall be void and of no effect.

NONDISCRIMINATION: Contractor agrees not to discriminate against any person because of race, color, religion, sex, national origin, age, disability, marital status or sexual orientation in any activity for which Contractor is providing instruction under this Contract.

TERMINATION: City shall have the right to terminate this Contract at any time by giving notice of such termination.

INDEMNIFICATION: Contractor shall fully defend, indemnify and save harmless, City, its officers, employees, agents, and volunteers, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "liabilities), to which any or all of them may be subjected, as a direct or indirect result of the activities of Contractor, whether or not such liabilities are litigated, settled or reduced to judgment. Contractor shall, upon City's request, defend at Contractors' sole cost any action, claim, suit, cause of action or portion thereof that asserts or alleges liabilities resulting directly or indirectly from the activities of Contractor, whether such action, claim, suit, cause of action or portion thereof is well founded or not.

In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to the City's negligence or willful misconduct, City shall pay the portion of damages allocated to its negligence or willful misconduct.

The existence or acceptance by City of insurance coverage required by this Contract shall not affect any rights City may have under this section. The provisions of this section shall survive any termination of this Contract.

INSURANCE REQUIREMENTS: During the entire term of this Agreement, CONTRACTOR shall maintain the following insurance.

GENERAL LIABILITY: $1,000,000 limit per occurrence for bodily injury, personal injury and property damage.

AUTOMOBILE LIABILITY: $1,000,000 combined single limit per accident for bodily injury and property damage **OR**,

I certify that a motor vehicle will not be used in the performance of any work or services under this agreement. _____ (Contractor initials)

WORKERS' COMPENSATION: Workers' compensation limits as required by the Labor Code of the State of California **OR**,

I certify that I am a sole proprietor, and that I do not employ anyone. I am exempt from requirements to provide workers' compensation insurance. N/A (Contractor initials)

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to CITY.

Insurance shall be placed with insurers with an A.M. Bests' rating of no less than B: VI.

Contractor shall furnish the City with certificates of insurance showing compliance with the above requirements. City shall withhold payments to Contractor if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

By: _____

Title: Executive Director

Date: DEC 0 2 2013

By: _____
Dan Haverty
Chief, Fire Department
For: John F. Shirey, City Manager

Federal I.D. No. _____

State I.D. No. _____

City of Sacramento Business Operation Tax Certificate No. _____
(City will not award contract if Certificate Number is missing)

ORIGINAL APPROVED AS TO FORM:

_____
Senior Deputy City Attorney

Approved 7/15/04 / Diane Balter & Delia Genera