



## City Council Staff Report

DATE: December 3, 2014 CONSENT CALENDAR

SUBJECT: ACCEPT A FY2014 STATE HOMELAND SECURITY PROGRAM GRANT FROM FEDERAL EMERGENCY MANAGEMENT AGENCY VIA THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES AND THE RIVERSIDE COUNTY OFFICE OF EMERGENCY SERVICES IN THE AMOUNT OF \$53,175.00.

FROM: David Ready, City Manager

BY: Palm Springs Police Department

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### SUMMARY

It is recommended that the City Council authorize the City Manager to accept \$53,175.00 in State Homeland Security Program grant funding for the Palm Springs Police Department to purchase and install a bi-directional antenna (BDA) in the south end of Palm Springs.

### RECOMMENDATION:

1. Accept a grant fund from the California Governor's Office of Emergency Services through the Riverside County Office of Emergency Services in the amount of \$53,175.00.
2. Approve a Memorandum of Understanding (MOU) with the Desert Water Agency for installation of a bi-directional antenna to improve radio transmission, reception, and overall system functionality at 38725 South Palm Canyon Drive, at no cost to either agencies.
3. Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

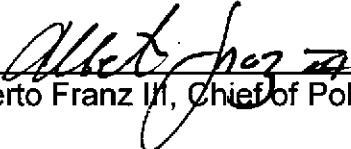
The police department submitted a FY2014 State Homeland Security Program (SHSP) grant to the California Governor's Office of Emergency Services to purchase and install a bi-directional antenna (BDA) in the south end of Palm Springs.

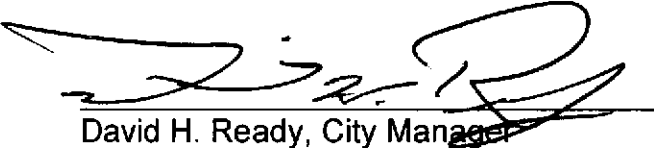
The BDA will provide an enhancement to the interoperable communications of ERICA (Eastern Riverside County Interoperable Communications Authority) in the south end of the city. The installation of a bi-directional antenna will improve radio transmission, reception, and overall system functionality. Additional benefits include expanding and integrating disaster communications capabilities among emergency responders.

The Desert Water Agency has agreed to allow the BDA to be installed on their water tank site located at 38725 S. Palm Canyon Drive.

FISCAL IMPACT:

This is a reimbursable cost grant program; no matching funds are required to obtain this grant funding and there is no impact to the General Fund.

  
\_\_\_\_\_  
Alberto Franz III, Chief of Police

  
\_\_\_\_\_  
David H. Ready, City Manager

Attachments:

1. Award of FY 14 State Homeland Security Program
2. Proposed Tower at Water Tank Site - 38725 S. Palm Canyon Drive
3. Site Plan and Details
4. MOU with DWA



**RIVERSIDE COUNTY FIRE DEPARTMENT**  
 IN COOPERATION WITH  
 THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

**John R. Hawkins ~ Fire Chief**  
 210 West San Jacinto Avenue ~ Perris, CA 92570  
 (951) 940-6900 ~ www.rvcfire.org

PROUDLY SERVING THE  
 UNINCORPORATED AREAS  
 OF RIVERSIDE COUNTY  
 AND THE CITIES OF:

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- CALIMESA
- CANYON LAKE
- COACHELLA
- DESERT HOT SPRINGS
- EASTVALE
- INDIAN WELLS
- INDIO
- JURUPA VALLEY
- LAKE ELSINORE
- LA QUINTA
- MENIFEE
- MORENO VALLEY
- PALM DESERT
- PERRIS
- RANCHO MIRAGE
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DISTRICT 5

October 10, 2014

Anjila Lebsock  
 City of Palm Springs  
 Palm Springs, CA

RE: FY14 State Homeland Security Program (SHSP)                      Award – CERT- \$8,219  
 Grant #: 2014-SS-00093                      CFDA#: 97.067                      PD Comm- \$53,175

The California Office of Emergency Services (CalOES) has approved Riverside County's FY14 Homeland Security Grant Program (HSGP) application and has authorized the commencement of expenditures and reimbursement requests. The overall performance period of this grant is October 10, 2014 – February 28, 2016. The following milestones have been set by the state for your projects:

<u>Project</u>	<u>Amount</u>	<u>Completion Date</u>
CERT	\$4,110	8/01/2015
Police Dept. Communications	\$26,588	8/01/2015

Subject to pending paperwork this letter serves as authorization to begin spending and requesting reimbursement of your Anti-Terrorism Approval Authority (ATAA) approved projects. Riverside County OES does require you to provide a signed FY14 Grant Assurance and completed and signed Workbook Face-Sheet within 15 days of date of this letter. Please remember that changes to your grant will require the approval of the OA prior to incurring any costs. All modifications, EHP's, sole source procurement, EOC and construction requests require additional approvals from CalOES through the OA prior to incurring any costs. Your Agency's Financial Workbook outlining your approved spending is included on the CD provided to you at the Post Award Workshop.

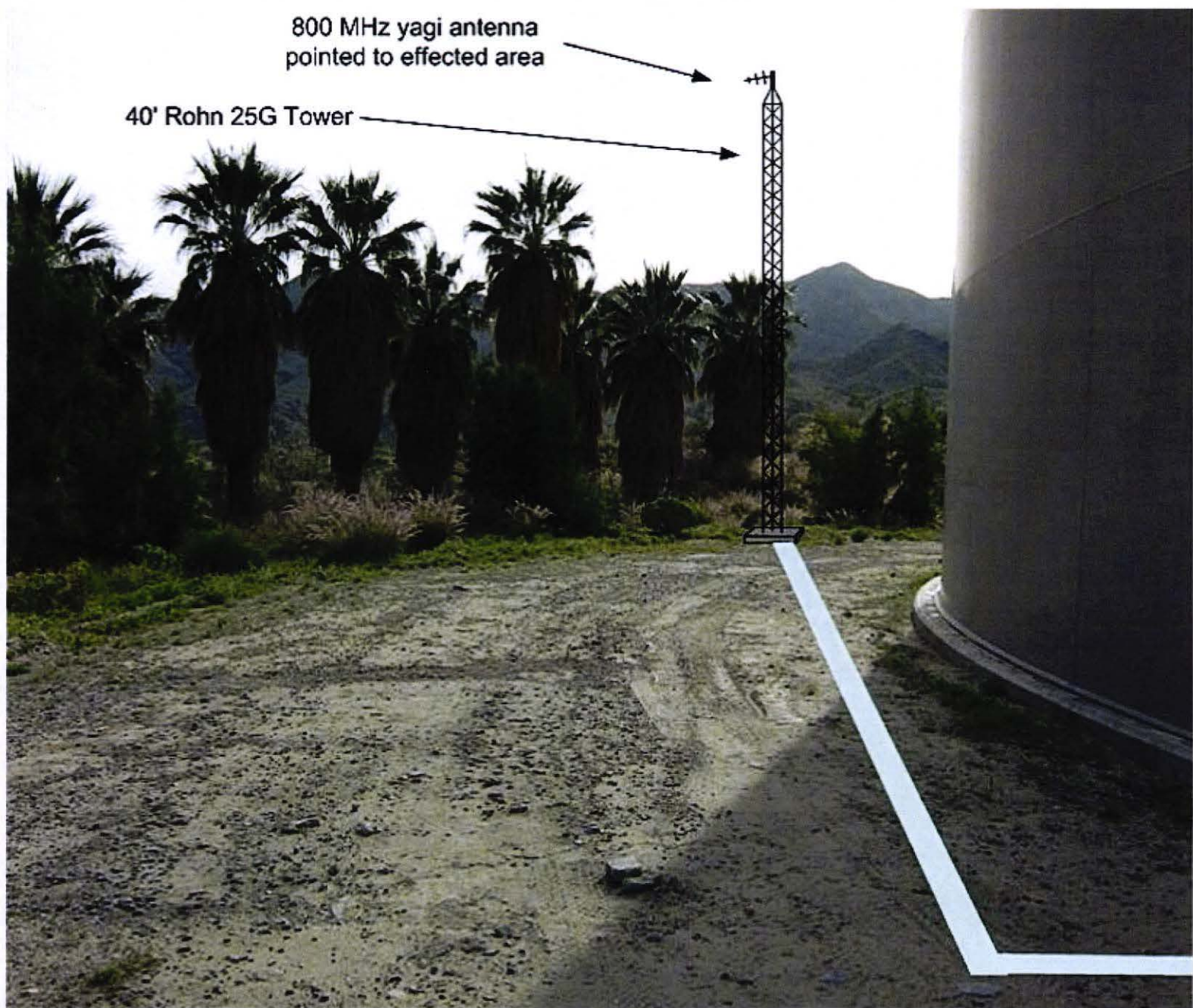
By accepting this award it will be understood that you are agreeing to conform to the requirements of the grant as put forth in the FY14 Grant Assurances, the Federal Single Audit Act of 1984 and amendment of 1996. Performance Bonds are required for any equipment item over \$250,000 or any vehicle aviation, or watercraft regardless of cost that is being paid for with any portion of grant funds. Any funds found owed as a result of a final review or audit must be refunded to the County within 15 days upon receipt of an invoice from Riverside County Fire/OES.

As always, please feel free to contact us with any questions you may have. I look forward to working with you and appreciate your cooperation and support.

Regards,

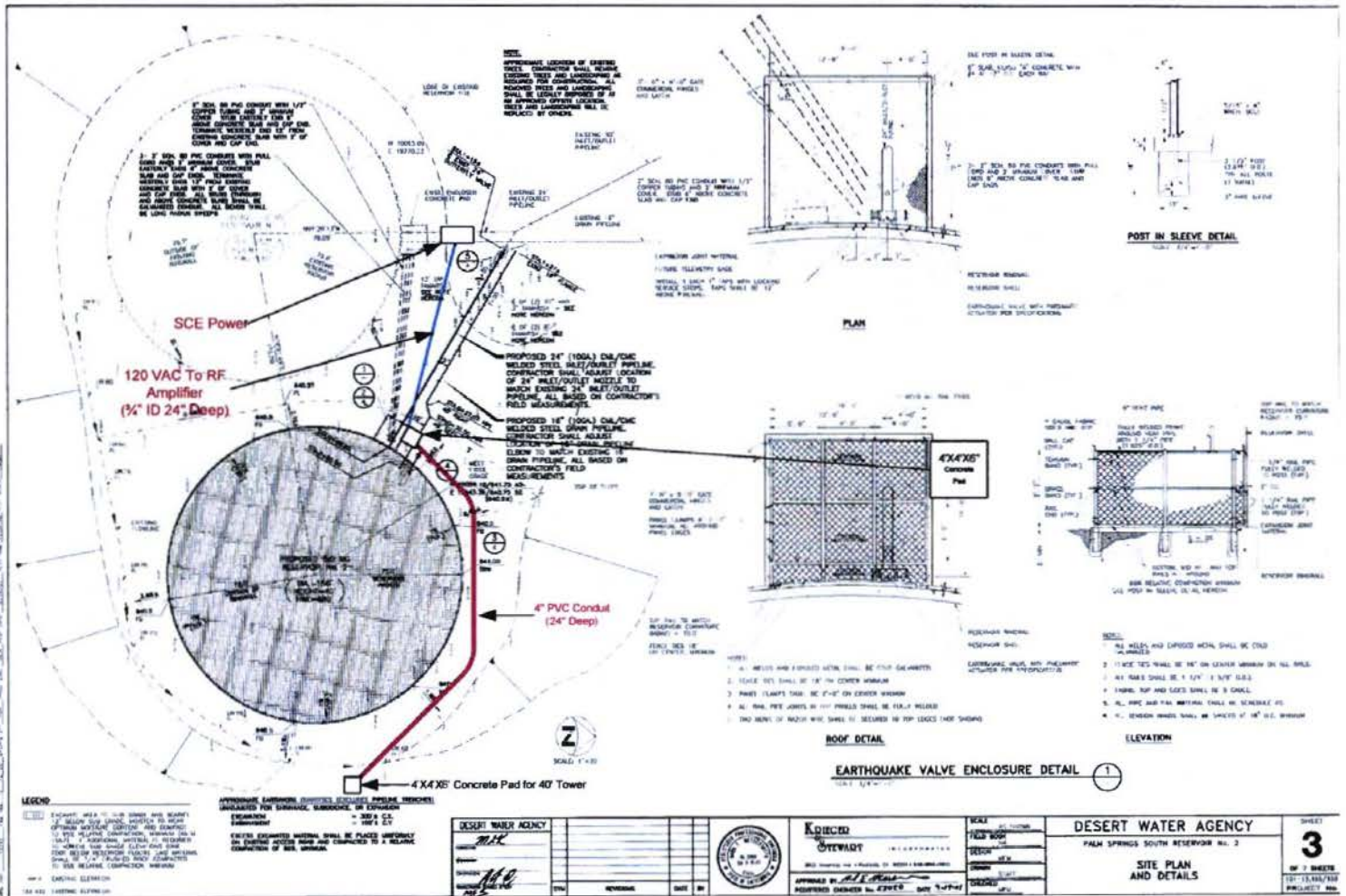
*Kim Dana*

Kim Dana and Laronte Groom  
 Administrative Services Analyst II  
 Riverside County Fire/OES  
 951-955-0419, 951-955-8517



### ***Proposed Tower At Water Tank Site***

- **Blue line represents 1½" underground transmission line conduit from base of 40' tower to BDA location within DWA's chain link fence on west side of east tank.**
- **40' tower located on east side of road surrounding east tank.**
- **4X4X6' Concrete pad to be poured for tower.**



Concrete pad on west side of tank will have chain link fence and will adhere to the drawings Post & Sleeve Details. Tower will be a 40' self supporting Rohn 25G. No guy wires needed. Tower will have anti climb kit panels installed.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF PALM SPRINGS AND DESERT WATER AGENCY**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Palm Springs, a California charter city and municipal corporation ("City"), and the Desert Water Agency, a California special district ("DWA").

**RECITALS**

Whereas, the City operates the Palm Springs Police Department ("PSPD") to provide public safety services to the residents of City;

Whereas, PSPD utilizes radio as a form of communication with officers working in the field;

Whereas, PSPD is currently without radio service at the south end of the City due to the absence of a radio antenna in the area;

Whereas, DWA owns property at 38725 S. Palm Canyon Drive in the City of Palm Springs, which is commonly referred to as the Palm Springs South Reservoir Site (the "Site"); and

Whereas, DWA desires to assist PSPD in obtaining radio coverage in the South end of the City by allowing the City to install an antenna and related equipment at the Site in order to benefit the community.

NOW, THEREFORE, City and DWA agree as follows:

1. Equipment Installation. DWA will allow City to install and maintain, free of charge, a radio antenna and related equipment (the "Equipment") at the Site in accordance with the drawings attached hereto as Exhibit "A" and incorporated herein by reference. City shall be solely responsible for all costs and expenses related to the installation and removal of Equipment.
2. Access. DWA will allow City access to the Site for purposes of installation and maintenance of the Equipment and will provide City with a cyber-key to unlock the gate at the entrance to the Site.
3. Termination. The Memorandum of Understanding shall continue until terminated by one or both of the parties. Either party may terminate this Memorandum of Understanding with or without cause upon sixty (60) days written notice to the other of the date of termination ("Termination Date"). Upon termination by DWA, City shall remove the Equipment from the Site within ten (10) days of the Termination Date. Equipment not removed within this period shall be deemed to be abandoned and DWA may dispose of the same in the manner it deems most appropriate. City shall be solely responsible for the costs of such removal.
4. Indemnification. City shall indemnify, defend, and hold harmless DWA, its elected and appointed officials, officers, employees and agents, with counsel reasonably acceptable to DWA, from and against any and all claims, demands, judgments, actions, damages, loss, penalties, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of

the City's installation and maintenance of the Equipment at the Site, except to the extent that such claims, actions, and damages are caused by DWA's control and operation of its Site. The obligations of the parties under this section shall survive the termination of this Memorandum of Understanding.

5. Insurance. City shall, as a condition precedent to execution of this MOU by DWA, furnish to DWA, and at all times during the existence of this MOU maintain in full force and effect, at its own cost and expense, a general comprehensive liability insurance policy, including but not limited to coverage for premises operations, explosion and collapse hazard, underground hazard, contractual insurance, property damage, independent contractors and personal injury or death in comprehensive form, in protection of DWA, its elected and appointed officials, officers, boards, commissions, agents and employees, protecting DWA and all persons against liability for loss or damage for personal injury, death and property damage, occasioned by the operations of City under this Agreement, with minimum liability limits of Two Million Dollars (\$2,000,000) for personal injury or death of any one person and Five Million Dollars (\$5,000,000) for personal injury or death of two or more persons in any one occurrence, and Two Million Dollars (\$2,000,000) for damage to property resulting from any one occurrence. DWA shall be named as an additional insured and such insurance shall contain a provision that a written notice of cancellation or reduction in coverage of said policy shall be delivered to DWA at least thirty (30) days in advance of the effective date thereof. The insurance policy shall contain the following endorsements: (a) naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured; and (b) the provisions of the policy will not be changed, suspended, cancelled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured thirty (30) days written notice.
6. No Restrictions on DWA's use of the Site. DWA's use of the Site shall not be restricted or impacted by City's use of the Site for the Equipment.
7. Prohibition Against Assignment of Subletting. City shall not assign or sublet any portion of the Site or the Equipment to any other party without the prior written consent of DWA, which consent shall be given in DWA's sole discretion.
8. Notice. Any written notice provided pursuant to this Memorandum of Understanding, will be made by certified or registered mail, return receipt requested, or reliable overnight courier and delivered to the following address:

To City:

To DWA:

Notice shall be deemed to be received three (3) calendar days from the date notice is mailed in accordance with this section.

9. Amendments: This MOU may only be modified by written agreement of City and DWA.

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized officers.

CITY OF PALM SPRINGS

By: \_\_\_\_\_  
David Ready, City Manager

ATTEST

By: \_\_\_\_\_  
James Thompson, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Douglas C. Holland, City Attorney

DESERT WATER AGENCY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_