
*675 Wildwood Avenue
Rio Dell, CA 95562*



TO: Mayor and Members of the City Council

FROM: Josh Phinney, Chief of Police

THROUGH: Kyle Knopp, City Manager

DATE: March 12, 2025

SUBJECT: Training MOU

RECOMMENDATION

Approve the Training MOU between the City of Rio Dell Police Department and the City of Fortuna Police Department.

BACKGROUND AND DISCUSSION

Rio Dell Police Department currently lacks qualified instructors to keep on ongoing professional and POST required "Perishable skills" training. This need currently is being handled through the College of the Redwoods which results in an additional expense to the city of about \$75 per person per course. Fortuna Police Department has POST certified instructors in these areas already and is will to merge training at no cost per student. Additionally, Fortuna Police Department will offer POST certified training in other specialty areas such as "Red Dot" training for our duty weapons at a discounted rate. A training MOU between the two police departments would not only lower these costs for the City of Rio Dell, but strengthen relationships and improve officer safety and cohesiveness between allied agencies.

Attachments:

Training MOU

MEMORANDUM OF UNDERSTANDING

CITY OF FORTUNA, FORTUNA POLICE DEPARTMENT AND CITY OF RIO DELL, RIO DELL POLICE DEPARTMENT PERISHABLE SKILLS TRAINING AND SPECIALITY TRAINING CONTRACT (Effective April 1, 2025)

I. PURPOSE

The purpose of this MOU (this “MOU” or this “Agreement”) is entered by and between the City of Rio Dell and the City of Fortuna to outline the roles, responsibilities, and expectations of the Fortuna Police Department (“FOPD”) and the Rio Dell Police Department (“RDPD”) in ensuring that Rio Dell Police Department Police Officers receive POST-mandated perishable skills training. This partnership is intended to enhance officer proficiency, maintain compliance with state training requirements, and improve overall public safety.

II. SCOPE OF TRAINING

Under this Agreement, the Fortuna Police Department agrees to provide perishable skills training to Rio Dell Police Officers in accordance with POST standards. The training will include, but is not limited to:

1. Firearms Training and Qualification.
2. Defensive Tactics (**Arrest & Control, OPN’s, Impact Weapons, Ground Fighting**).
3. Emergency Vehicle Operations (EVOC).
4. Use of Force and De-escalation Techniques.
5. First Aid/CPR and Tactical Medicine.

Training will be conducted at approved training facilities and/or designated locations as determined by FOPD and RDPD.

III. RESPONSIBILITIES

Fortuna Police Department shall:

1. Develop and deliver training consistent with POST guidelines.
2. Provide qualified instructors with appropriate POST certifications.
3. Maintain training records and provide documentation to RDPD upon request.
4. Coordinate training schedules with RDPD to minimize operational disruptions.
5. Ensure training facilities and equipment meet safety and instructional standards.

Rio Dell Police Department shall:

1. Ensure officers attend and participate in scheduled training sessions.
2. Provide necessary equipment and gear for its officers (as required for training).
3. Maintain officer training compliance with POST-mandated requirements.
4. Cover any applicable costs for ammunition, equipment, or facility fees, as agreed upon.
5. Coordinate with FOPD to ensure operational needs do not conflict with scheduled training.

IV. COST & LIABILITY

1. Training Fees: FOPD will provide perishable skills training at no cost to RDPD, except where specific expenses (e.g., ammunition, specialized equipment, or facility rental fees) are incurred. The costs associated with any specialty training such as “Red Dot”, “Pepper Ball”, “Taser”, etc., will not exceed \$50.00 per student, per course of instruction unless otherwise agreed upon by the Rio Dell Police Chief and Fortuna Police Chief. Any additional costs will be discussed and agreed upon in advance and memorialized in a side letter or amendment to the MOU.
2. Liability: Each agency shall be responsible for its own personnel regarding workers' compensation, injuries, and employee-related liabilities incurred during training.
3. Mutual Indemnification: The City of Rio Dell and the City of Fortuna (each a “Party”) shall indemnify, defend and hold the other Party harmless from all liabilities, costs and expenses (including, without limitation, attorneys fees) that such Party may suffer, sustain or become subject to as a result of any negligent act or omission committed by the indemnifying Party or the indemnifying Party’s officers, agents, employees and/or volunteers.

V. DURATION AND TERMINATION

1. This MOU shall be effective upon signing and remain in effect for a period of three (3) years, unless terminated earlier by either party.
2. Either party may terminate this Agreement with thirty (30) days written notice to the other party.

VI. MODIFICATIONS

This MOU may be modified in writing by mutual agreement of both parties.

VII. SIGNATORIES

We, the undersigned, as authorized representatives of the City of Fortuna, City of Fortuna Police Department and the City of Rio Dell and the Rio Dell Police Department, do hereby approve this Memorandum of Understanding.

CITY OF RIO DELL

CITY OF FORTUNA

Kyle Knopp
Rio Dell City Manager

Amy Nilsen
Fortuna City Manager

Date

Joshua Phinney
Rio Dell Chief of Police

Casey J. Day
Fortuna Chief of Police