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June 4, 2024

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Authorize Staff to Execute a Three Year Memorandum of Understanding with the City of Fortuna for Police Dispatch in an amount of \$100,000 +/- Per Year

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize staff to execute the agreement.

BACKGROUND AND DISCUSSION

The City of Rio Dell is provided 24/7 dispatch services through the City of Fortuna. Since 2018 the City of Fortuna has moved towards a full cost recovery methodology for the service. Prior to that time the costs were quite low at around \$24,000. Last year the costs for the service was \$74,140. The Police Department has reviewed the overall formula and found it to acceptable. The current proposed agreement also has a cost escalation limit of 10% per year. Due mainly to the unfunded pension liability of Fortuna, it is likely the cost for this service will continue to climb. Prior discussions with the County found an even higher cost associated with 24/7 dispatch.

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# **MEMORANDUM OF UNDERSTANDING**

## **CITY OF FORTUNA, FORTUNA POLICE DEPARTMENT AND CITY OF RIO DELL, RIO DELL POLICE DEPARTMENT POLICE DISPATCH CONTRACT (Effective July 1, 2024)**

### **I. PURPOSE**

This Memorandum of Understanding (MOU) is entered into by the City of Fortuna and the City of Rio Dell for the purpose of the Fortuna Police Department providing police dispatch and shared integrated public safety software / related server services to the Rio Dell Police Department.

### **II. TERM**

- A. This MOU shall take effect on July 1, 2024 and it shall remain in full force and effect for three (3) years unless extended by both Fortuna and Rio Dell per the terms of the MOU.
- B. For the period of July 1, 2024 through June 30, 2025 the City of Fortuna agrees to provide police dispatch and shared integrated public safety software / related server services to the City of Rio Dell for the sum of \$8333.33 per month (\$100,000.00 annually). The City of Rio Dell shall be responsible for all cost related to their use/access to the shared integrated public safety software (SunRidge Systems) and related server services.
- C. This is a month to month contract and each party reserves the right to terminate this agreement on ninety (90) days written notice for any reason at any time.
- D. The SunRidge System server requires replacement approximately every (5) five years at a cost of approximately \$45,000.00. The City of Rio Dell will be responsible for twenty percent of the cost of replacement. This charge will be capitalized at a rate of \$150.00 per month to achieve the twenty percent cost of said replacement. The amount of the capitalization is reflected in the monthly rate as detailed in provision B section II of this MOU.
- E. Payment shall be made by the City of Rio Dell to the City of Fortuna on receipt of an invoice. Payment shall be payable to the City of Fortuna and forwarded to the City of Fortuna Finance Director, 621 11<sup>th</sup> Street, Fortuna, CA 95540.
- F. Following the period of July 1, 2024 through June 30, 2025 the amount may be adjusted each fiscal year in consideration of actual costs incurred by the City of Fortuna in the prior fiscal year for Dispatch Services and shared integrated public safety software / related server services. The amount charged to Rio Dell will be based on actual dispatch costs and an allocation percentage of 18% to Rio Dell. Changes to the monthly fee will be acknowledged in writing and become part of this MOU. The City of Fortuna agrees not to increase dispatch fees greater than 10% per annum.

### **III. DISPATCH SERVICES (Method of implementation/execution)**

- A. The Rio Dell Police Department will be responsible for all costs associated with the proper installation and maintenance of all radio equipment associated with their sharing of Fortuna Police Department frequency, as well as their own independent frequency(s). This includes, but is not limited to installation and maintenance of a radio repeater, if necessary, and any appropriate equipment at the Fortuna Police Department and the Fortuna Police Department radio console. All radio equipment must be compatible with the Fortuna Police Department's existing radio equipment and must be satisfactory to the Fortuna Police Department.
- B. The Rio Dell Police Department will maintain and monitor phone lines for normal business calls at the Rio Dell Police Department on a 24 hour a day basis with the exception of when personnel are unavailable at the Department. When personnel are unavailable at the Department, incoming calls to the Rio Dell Police Department will automatically be transferred to Fortuna Police Department's dispatch center after a certain amount of rings. The Rio Dell Police Department shall maintain a telephone system which is capable of automatically transferring callers on their business line to the Fortuna Police Department and will be responsible for any costs associated with the maintenance of the line.
- C. Fortuna Police Dispatch will answer the Rio Dell Police Department business line, "Rio Dell Police." During the hours of when Rio Dell Police Officers are on-call, dispatch will immediately notify the on-call Officer via phone with the call for service received and/or take a message for follow-up later, depending on the nature of the call. The on-call Officer shall advise dispatch of their response and/or disposition of the call for service received. It should be noted that if there is ever any doubt as to whether a Rio Dell officer should be notified or not, dispatch will error on the side of safety and notify the officer. In the event that Fortuna dispatch is unable to reach the on-duty on-call Rio Dell Officer for a call for service, the dispatcher will then immediately notify the Humboldt County Sheriff's Office (for criminal) or the California Highway Patrol (for traffic) related responses. It shall be the Rio Dell Police Department's responsibility to maintain additional MOU's with these agencies as needed. The Fortuna Police Department may also assist with response at the sole discretion of the Fortuna Police Department's on-duty watch commander.
- D. The City of Rio Dell's 9-1-1 emergency lines will be rerouted to the Public Safety Answering Point (PSAP) at the Fortuna Police Department. The City of Rio Dell will be responsible for any costs associated with the installation and maintenance of their 9-1-1 lines.
- E. The Rio Dell Police Department will maintain and keep current in the Sun Ridge Systems RIMS CAD System at a minimum, the following:
  - 1. Current list of Rio Dell Police personnel; their names, addresses, and telephone numbers.
  - 2. Appropriate call signs for officers/personnel.
  - 3. Any alarm information.
  - 4. A list of persons responsible for call-outs for businesses within the City of Rio Dell.
  - 5. Current watch schedules.

- F. The Rio Dell Police Chief or their designee will always be available to Fortuna dispatch by either Radio or, by telephone. Officer and Community safety standards dictate that Fortuna dispatch always be able to immediately reach the on-duty officer either by telephone or radio. As such, both vehicle radios and officer portable radios will be properly maintained and have the ability to reach Fortuna dispatch.
1. Rio Dell officers will maintain proper radio procedures and discipline as established by the Fortuna Police Department policy and practices.
  2. On-duty Rio Dell officers will make every effort to keep Fortuna dispatch advised of their status/activities at all times.
- G. Personnel of the Rio Dell Police Department will be dispatched utilizing the Sun Ridge Systems RIMS CAD system. A CAD entry will be initiated for all Rio Dell Police officers on-duty. Dispatchers will maintain the standard operating procedures for completing calls for service with necessary information, phone/call taking, officer safety, etc. Fortuna Police will maintain records of Rio Dell's calls for service.
- H. Fortuna Police dispatchers will run all necessary teletypes needed for Rio Dell officers in the performance of their duties. Teletype messages that Rio Dell Police officers need to send should be given (in writing) to Fortuna dispatch. Fortuna dispatch in turn will enter the teletype to be sent. **Note:** It is the responsibility of the Rio Dell Police Department to ensure that their personnel, who are gaining access to the teletype generated material, receive the required/mandated NCIC Training.
- I. In-coming teletypes directed to Rio Dell Police will immediately be forwarded to the on-duty Rio Dell officer. In the event there is not officer on-duty the teletype will be evaluated and depending on the nature will either be held or the on-call officer will immediately be notified immediately.
- J. No CLETS entries will be made for the Rio Dell Police Department for missing person, stolen vehicles, stolen property, stolen weapons, sex registrants, or arson registrants until the Fortuna Police Department Dispatch Center has received notification from the Rio Dell Police Department. Once entry forms are completed by the Officer, they will be attached to the case and phone notification will be made to the dispatcher by the Officer advising the entry is ready to be made. Dispatchers will be responsible for attaching all necessary paperwork to cases taken by Rio Dell Officers. If an arrest was made by a Rio Dell Officer for fresh charges, the dispatcher will automatically attach a rap, DL and any additional pertinent information relating to the arrestee. If an arrest is not made, it is the responsibility of the Rio Dell Officer to notify the dispatcher if raps, DL's or any other pertinent information is needing to be attached to the case. The City Rio Dell will pay a fee of \$2.00 per case to the Fortuna Police Department for every case that must be audited per California Department of Justice criteria.
- K. The Rio Dell Police Chief or their designate will meet with the Fortuna Police Chief or his designee as needed to discuss dispatch arrangements and status.
- L. The City of Rio Dell agrees to maintain its Repeater System at Rio Dell's expense and to allow Fortuna to utilize the Rio Dell Repeater.

#### **IV. SHARED INTEGRATED PUBLIC SAFETY SOFTWARE / RELATED SERVER SERVICES**

- A. The Fortuna Police Department will provide all storage infrastructure, including the maintenance and lifecycle replacement of the hardware in house and used to deliver the Sun Ridge RMS Services.
- B. The Fortuna Police Department will provide all storage backup infrastructure, where applicable, including the maintenance and lifecycle replacement costs of the backup software and hardware. In the event of a system failure which includes a backup failure, the Fortuna Police Department agrees to use reasonable means/expenses to recover lost data.
- C. The Fortuna Police Department will monitor infrastructure for system availability.
- D. The Fortuna Police Department will perform system upgrades as deemed necessary by the departments' system administrators and/or City of Fortuna IT provider.
- E. The Fortuna Police Department will designate departmental administrators to ensure that only authorized personnel can modify permissions.
- F. The Fortuna Police Department will monitor permissions to ensure that only authorized individuals have access to restricted areas of the Sun Ridge Systems Software.
- G. Rio Dell Police Department is responsible for compliance with all CJIS Technology Security Policies. This includes both hardware and software updates for devices housed outside of the City of Fortuna.
- H. Rio Dell Police Department is responsible for providing the Fortuna Police Department's System Administrator with up-to-date contact information of technical contacts within the department, including name, email address and phone number. If contact information changes, the Rio Dell Police Department is responsible for notifying Fortuna Police Department's System Administrator of the change.
- I. Although The Fortuna Police Department will assist when possible, the Rio Dell Police Department is responsible for application troubleshooting and will maintain a service/maintenance agreement with Sun Ridge Systems during the term of this agreement. The Rio Dell Police Department will be responsible for all cost associated with such agreements.
- J. The Fortuna Police Department will provide assistance to address issues involving the accessibility of the data residing on Fortuna Police Departments Servers. The resolution of application issues not related to the accessibility of the data residing on Fortuna Police Departments Servers will be the sole responsibility of the Rio Dell Police Department
- K. In the events to a cancellation of this MOU by either party, the Rio Dell Police Department will be responsible for the cost associated with the capture of their data from the Fortuna Police Departments Servers. It should also be understood that a cancellation of this MOU by the Rio Dell Police Department will result in a loss of hosted services of Sun Ridge Systems (RIMS) provided by the

Fortuna Police Department.

- L. In the event the Rio Dell Police Department requires the assistance of the departments system administrators for services outside the scope of this agreement, the City of Rio Dell shall be responsible for associated wages for such administrator.

## **V. COMPLAINTS**

- A. In the event that the Rio Dell Police Department has a complaint as it relates to dispatch services, or this memorandum of understanding the following procedures shall be used:
- B. If the complaint is of an emergency nature (should be acted upon immediately) the Rio Dell Police Chief or his designate will immediately contact the on-duty Fortuna Police Watch Commander and relay the complaint.
- C. If the complaint is of a non-emergency nature then the complaint will be forwarded to the Fortuna Police Chief or his designate within 24 hours.
- D. The complaint will be investigated by the Fortuna Police Department and a response will be forwarded to the Rio Dell Police Chief within 30 days of receiving the complaint.

## **VI. SUPERVISION**

- A. This contractual agreement (Memorandum of Understanding) is limited in scope to dispatch and Records Management Server services only. Fortuna Police supervisors and/or officers shall not be called upon to answer police procedural/legal questions that may arise. These questions/issues should be handled by Rio Dell Police supervisors.

## **VII. INDEMNIFICATION**

- A. The City of Rio Dell agrees to protect, indemnify and hold harmless, the City of Fortuna and it's officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Rio Dell, anyone directly or indirectly employed by Rio dell, or anyone for whose acts Rio Dell may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Fortuna.



Casey J. Day	Date
Chief of Police	
City of Fortuna	