



# CITY OF WHEATLAND

## CITY COUNCIL MEETING STAFF REPORT

May 14, 2024

**SUBJECT:** Consideration and Adoption of Resolution Authorizing Execution of Agreement with Yuba County for Utilization of RIMS Public Safety Software

**PREPARED BY:** Bill Zenoni, City Manager

### Recommendation

Staff recommends that the Wheatland City Council consider the adoption of a resolution authorizing the execution of an agreement with Yuba County for the utilization of RIMS Public Safety software.

### Background and Discussion

Currently, the Wheatland Police Department utilizes the Yuba County Sheriff's Office's radio communications and computer-aided dispatch (CAD) system. In an effort to update its system, the Yuba County Sheriff's Office completed a Request for Proposals to replace the current Public Safety System and selected Sun Ridge Systems as its provider for RIMS Record Management Software, RIMS Mobile Computing Software, and RIMS Mobile Mapping Software.

On February 27, 2024, City Council authorized the execution of an agreement with Sun Ridge Systems to provide a public safety software system to the Wheatland Police Department. Subsequent to the City Council's action on February 27<sup>th</sup>, the City was notified that the agreement should have been executed with Yuba County as the County will allow the City to utilize the Sun Ridge Systems Public Safety software under the County's master agreement with Sun Ridge Systems.

### Fiscal Impact

The cost of this software purchase is \$26,440 plus additional costs of \$5,936 for installation and the first year's annual support, for a total cost of \$32,376. After the first year, the annual software support/update costs will be \$3,966. Funding of \$32,376 is available in the Fiscal Year 2023-24 Police Department budget.

### Attachments

1. Resolution
2. Memorandum of Understanding – Yuba County

**WHEATLAND CITY COUNCIL  
RESOLUTION NO. 22-24**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND  
AUTHORIZING EXECUTION OF AN AGREEMENT WITH YUBA COUNTY FOR  
UTILIZATION OF RIMS PUBLIC SAFETY SOFTWARE**

**WHEREAS**, the Wheatland Police Department currently utilizes radio communications and Computer-Aided-Dispatch (CAD) services that are provided by the Yuba County Sheriff's Office; and

**WHEREAS**, the Yuba County Sheriff's Office has identified that its current Public Safety System, which includes CAD services, is outdated and requires an update in software; and

**WHEREAS**, the Yuba County Sheriff's Office completed a Request for Proposals to replace the current Public Safety System and selected Sun Ridge Systems as the provider for its new Public Safety System; and

**WHEREAS**, Yuba County has offered the City of Wheatland (City) the ability to utilize the Sun Ridge Systems software in exchange for the City reimbursing Yuba County for the Wheatland Police Department's use of the Sun Ridge Systems RIMS Record Management Software, RIMS Mobile Computing Software, and RIMS Mobile Mapping Software; and

**WHEREAS**, the City shall reimburse Yuba County in the amount of \$32,376.00 for use of the Sun Ridge Systems software for fiscal year 2024/25 and \$3,966.00 for each following year until the Agreement between the City and Yuba County (Exhibit A) is terminated or the Professional Services Agreement between the COUNTY and Sun Ridge Systems is terminated; and

**WHEREAS**, the City and Yuba County have determined that the shared use of the Sun Ridge Systems software will enhance the communications, coordination and data sharing between the City and County.

**NOW, THEREFORE, BE IT RESOLVED AND DETERMINED** by the City Council of the City of Wheatland that:

A. The foregoing recitals are true and correct.

B. The City Manager is authorized to execute an agreement with Yuba County for utilization of and reimbursement for the Sun Ridge Systems Public Safety System software.

**PASSED AND ADOPTED** by the City Council of City of Wheatland on this 14<sup>th</sup> day of May 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

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Rick West, Mayor

ATTEST:

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Lisa Thomason, City Clerk

**MEMORANDUM OF  
UNDERSTANDING BETWEEN YUBA  
COUNTY AND CITY OF  
WHEATLAND**

THIS MEMORANDUM OF UNDERSTANDING “MOU” is hereby made by and between the COUNTY OF YUBA (“COUNTY”) and the CITY OF WHEATLAND (“CITY”), a municipal corporation.

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

**RECITALS**

**WHEREAS**, CITY has a need for technology to support law enforcement and emergency operations, through communications and coordination with Yuba County; and

**WHEREAS**, the COUNTY has an existing agreement with Sun Ridge Systems for the provision of Computer-Aided-Dispatch software; and

**WHEREAS**, CITY has agreed to reimburse the COUNTY for the city’s use of the existing contract to obtain RIMS Record Management Software, RIMS Mobile Computing Software and RIMS Mobile Mapping Software to enhance communications, coordination and data sharing between CITY and COUNTY.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **TERM.** This Agreement shall apply to the period of May 1, 2024, and remain in full force and effect until terminated pursuant to Section 7 of this Agreement, or termination of the Professional Services Agreement between the COUNTY and Sun Ridge Systems, Inc.
2. **DESIGNATED REPRESENTATIVE.** The Yuba County Sheriff-Coroner located at 720 Yuba St, Marysville, CA 95901, is the representative for the COUNTY and will administer this MOU for the Yuba County. The City Manager located at 111 C Street, Wheatland, CA 95692 is the authorized representative for CITY. Changes in designated representatives shall occur only in advance written notice to the other party.
3. **PURPOSE.** The purpose of this Agreement is to establish the responsibilities and actions required by CITY and COUNTY as it relates to COUNTY providing access and use of an existing contract to the CITY, between COUNTY and Sun Ridge Systems, Inc.

**4. SCOPE OF SERVICES.** COUNTY shall include the City as a party to the existing contract with Sun Ridge Systems.

**4.1.** The COUNTY shall execute Amendment 2 of the agreement with Sun Ridge Systems to provide the following software and services to the City:

**4.1.1.** RIMS Records Management Software (RMS) for Wheatland PD.

**4.1.2.** RIMS Mobile Computing Software for Wheatland PD.

**4.1.3.** RIMS Mobile Mapping Software for Wheatland PD.

**4.1.4.** Installation of above software.

**4.1.5.** Annual Support and Updates of above software.

**4.2.** The CITY shall reimburse the COUNTY under Section 5 of this agreement.

## **5. FISCAL PROVISIONS**

**5.1.** CITY agrees to reimburse the COUNTY for the payment of the City's RIMS Records Management Software, RIMS Mobile Computing Software, RIMS Mobile Mapping Software, and Annual Support and Updates in the First Year in the amount of Thirty-Two Thousand, Three Hundred Seventy-Six and no cents (\$32,376.00).

**5.2.** After the First Year, CITY agrees to reimburse the COUNTY annually for the Annual Support and Updates in the amount of Three Thousand Nine Hundred Sixty-Six Dollars and no cents (\$3,966.00) based on contract 901639 Amendment 2, unless amended in writing thereafter.

**5.3.** COUNTY shall notify the CITY regarding any increases during the term as required by Sun Ridge Systems, or any unforeseen inflationary cost. The CITY shall pay the additional increase within 60 days of being notified. Both parties agree if the system suffers an outage; neither will be entitled to compensation.

## **6. GENERAL PROVISIONS**

**6.1. PERFORMANCE.** In its performance under this MOU, CITY shall fully comply with the requirements of Yuba County Ordinances, Policies and Procedures, and all Federal and State laws and regulations.

**6.2. AGREEMENTS.** This MOU constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter of this MOU.

**6.3. MODIFICATION.** No modification or waiver of any provision of this MOU or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**6.4. ASSIGNMENT PROHIBITED.** No party to this MOU may assign or transfer any right or obligation pursuant to this MOU. Any attempted or purported assignment or transfer of any right or obligation pursuant to this MOU shall be void and if no effect.

**6.5. INDEMNIFICATION.** CITY shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CITY, which may arise from the intentional or negligent acts or omissions of CITY in the performance of services rendered under this Agreement by CITY, or any of CITY's officers, agents, employees, contractors, or sub-contractors.

**6.6. JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereto or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California. If any term, covenant, condition, or provision of this MOU is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and / or provisions shall remain in full force and effect and shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

**6.7. ENTIRE AGREEMENT.** This MOU represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This MOU may only be modified by a written amendment duly executed by the parties.

**6.8. INDEPENDENT CONTRACTOR.** It is understood and agreed that Yuba County is an independent contractor and that no partnership or agency is intended or created by this Agreement.

**6.9. INSURANCE.**

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this agreement, and obtain, keep in force and maintain sufficient

funds, whether through insurance or equivalent programs of self-insurance, for general liability, cyber liability, workers' compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this agreement is a material breach of contract and is grounds for termination of the agreement.

7. **TERMINATION.** This Agreement may be terminated by any party, with or without cause as follows: by mutual consent of the parties; or by either party upon no less than ninety (90) days prior written notice to the other party.
8. **NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this MOU must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served and addressed as follows.

COUNTY: County of Yuba  
Attn: Director of Administrative Services  
915 8<sup>th</sup> Street, Suite 119  
Marysville, CA 95901

With a copy to: County Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

CITY: City of Wheatland  
Attn: City Manager  
111 C Street  
Wheatland, CA 95692

**IN WITNESS WHEREOF**, the parties hereto have executed

this Memorandum of Understanding on \_\_\_\_\_, 2024:

“COUNTY”  
COUNTY OF YUBA

“CITY”  
CITY OF WHEATLAND

\_\_\_\_\_  
Chairperson  
Board of Supervisors

\_\_\_\_\_  
Bill Zenoni,  
City Manager

INSURANCE PROVISIONS APPROVED



\_\_\_\_\_  
Tiffany Manuel,  
Risk Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL



\_\_\_\_\_  
For: Janet Bender,  
County Counsel