

**MEMORANDUM OF UNDERSTANDING
FOR THE SAN DIEGO URBAN AREA REGIONAL
COMPUTER-AIDED-DISPATCH INTEROPERABILITY PROJECT (RCIP)**

This Memorandum of Understanding (“MOU”) provides for the collaborative development, implementation, and oversight of regional computer-aided-dispatch capabilities by and among the participating agencies that have legally executed this MOU, described in the attached Exhibit “A” (herein individually referred to as a “Party” and collectively referred to as the “Parties”).

This MOU is not intended to create a Joint Powers Agreement or separate legal entity. This MOU establishes a contractual relationship among the Parties. Other agreements which relate to the subject matter of this MOU include, but may not be limited to, Urban Area Security Initiative (UASI) grant year MOUs and Grant Assurances each Party has with the City of San Diego.

I. SCOPE

The scope of the Regional Computer-Aided-Dispatch Interoperability Project (RCIP) is to provide for the collaborative development and implementation of interoperable communications capabilities among local public safety agencies throughout the cities and unincorporated areas of San Diego County, otherwise known as the San Diego Urban Area. The San Diego Urban Area (SDUA) specifically includes the County of San Diego and the 18 cities and unincorporated areas contained within the County of San Diego, which are as follows: The City of Carlsbad, City of Chula Vista, City of Coronado, City of Del Mar, City of El Cajon, City of Encinitas, City of Escondido, City of Imperial Beach, City of La Mesa, City of Lemon Grove, City of National City, City of Oceanside, City of Poway, City of San Diego, City of San Marcos, City of Santee, City of Solana Beach, City of Vista.

The San Diego Urban Area Working Group (SDUAWG) is a collaborative subcommittee established by the San Diego County Unified Disaster Council that was formed to develop strategies and implement action plans to increase preparedness, prevention, protection, response, and recovery capabilities of all first responder agencies and the jurisdictions within the SDUA from terrorist events and other natural or man-made hazards. The SDUAWG is a requirement to receive Urban Area Security Initiative Funding under the U.S. Department of Homeland Security Grant Program.

The RCIP enables collaboration, situational awareness and timely distribution of critical incident information by providing a method for fire rescue, medical and law enforcement CAD systems to manage and share data and resources during response incidents that affect the region. The RCIP has been designed for secure transport of real time public safety information. The RCIP provides an organized method of coordinating regional public safety resources (law enforcement, fire, medical) to reduce response time, increase personnel efficiency and increase resource management to and from regional dispatch centers, and the field. It is recognized that each of the Parties has and will maintain its own Computer-Aided-Dispatch capabilities beyond the RCIP solution.

II. PURPOSE AND INTENT

The purpose and intent of this MOU is to define the operational structure of the RCIP Program. The Parties hereto agree to work together in a cooperative manner that benefits regional public safety and emergency services, and ensures optimal communication, coordination and information sharing in all appropriate instances, among all appropriate entities. The Parties intend to utilize the operational structure outlined in this MOU for the implementation and operation of the RCIP. This document sets forth the rights and responsibilities of the Parties for participation in the RCIP. The Parties agree as follows:

III. POLICY

The RCIP provides a regional resource that is intended for use by law enforcement, fire rescue and medical response operations and units which are part of the SDUA, as defined herein. The use of the RCIP by the Parties shall be in accordance with operational policies adopted by the governing body.

IV. OPERATIONAL STRUCTURE

A. ADVISORY EXECUTIVE COMMITTEE. The RCIP shall be governed by an eight member advisory Executive Committee (“EC”). The EC shall be responsible for making recommendations to the SDUAWG concerning the overall administration and direction of the RCIP through interaction with the Steering Committee (as defined below). The EC’s duties and responsibilities shall include determination of the vision and scope, establishing priorities, acting as an advocate, establishing priorities for funding, and overseeing the Steering Committee. The EC shall meet no less than once a year.

1. Organization. The following eight representatives, or their designees, shall serve as the Executive Committee:

- San Diego County Police Chiefs and Sheriffs Association Representative
- San Diego County Fire Chiefs Association Representative
- San Diego County Office of Emergency Services Director
- City of San Diego Office of Homeland Security Program Manager
- City of San Diego Chief of Police
- City of San Diego Fire Chief
- San Diego County Sheriff’s Office
- San Diego Fire Districts Association Representative

2. Rules and Regulations. The EC may adopt bylaws, rules, or regulations as may be required for the conduct of its meetings and the orderly operation of the RCIP, so long as in conformance with all applicable laws, rules, regulations, policies and procedures.

3. Quorum and Voting. The City of San Diego Office of Homeland Security (SDOHS), as the RCIP Fund Coordinator, must have a representative present, and a minimum of

four (4) additional EC members must be present in order for the EC to have a quorum to vote and transact business. Each EC member shall have one vote.

Actions of the EC shall be approved by a majority vote of members present at a meeting where a quorum exists and a representative of the City of San Diego Office of Homeland Security is present. No vote shall be valid that contravenes or is in conflict with the position held by the SDOHS representative. A vote contravenes or is in conflict with the position held by the City of San Diego when deemed to contravene or conflict, which shall be determined in the sole discretion of the SDOHS Program Manager.

B. STEERING COMMITTEE. The RCIP shall be regionally coordinated by a Steering Committee. The Steering Committee's duties and responsibilities shall include: project oversight, establishing and monitoring all RCIP subcommittees, development of the operational procedures, development and implementation of the process and procedures for the use of the RCIP solution, and resolution of project differences of opinion and grievances. Steering Committee recommendations shall be presented to the EC for a final recommendation to be made to the SDUAWG. The Steering Committee shall meet no less than once every three months.

1. Organization. The RCIP Steering Committee shall be comprised of a minimum of seven positions. One representative from Fire, one representative from Law Enforcement, one representative from the SDOHS, two representatives from Fire/EMS dispatch agencies and two representatives from Law Enforcement dispatch centers. Additional representatives may be added upon approval of the Executive Committee.

2. Quorum and Voting. A quorum for the conduct of the Steering Committee business shall exist when a majority of the Steering Committee members or their alternates are present. Each member of the Steering Committee or their alternate shall have one vote. When a committee member and their alternate are both present, only the committee member shall vote. Actions of the Steering Committee shall be approved by a majority vote of members present at a meeting where a quorum exists. No vote shall be valid that contravenes or is in conflict with the position held by the SDOHS representative. A vote contravenes or is in conflict with the position held by the City of San Diego when deemed to contravene or conflict, which shall be determined in the sole discretion of the SDOHS Program Manager.

C. RCIP PROJECT MANAGER. The RCIP Project Manager may be selected by the entity which employs the Primary Fund Coordinator as defined herein or the EC. The EC shall advise the SDUAWG on the need for a RCIP Project Manager to manage the RCIP and the desired qualifications of the RCIP Project Manager. The RCIP Project Manager, after consulting with the Steering Committee, shall be responsible for the formation of the project working team from the Participating Agencies, and for specifications and preparation of any grant proposals. The RCIP Project Manager shall report to a representative at the agency or entity that enters into an agreement with the RCIP Project Manager to provide services for the RCIP. The RCIP Project Manager shall serve as the Chair of the Steering Committee. The RCIP Project Manager shall coordinate with the Primary Fund Coordinator for all contractual and grant administration issues related to the primary grant funding source. The RCIP Project Manager shall coordinate

with other Fund Coordinators for grant administration issues related to any secondary grant funding sources as necessary.

D. FUND COORDINATORS. Fund Coordinators from the City of San Diego and other Parties managing RCIP grant or revenue funds shall be responsible for administration, coordination, fiscal integrity, record maintenance, and other administrative duties as associated with RCIP grant and revenue funds. The Fund Coordinator for the City of San Diego shall be the primary fund coordinator (Primary Fund Coordinator). Any Additional Fund Coordinator(s) shall be an employee of the agency managing their respective grant/revenue. Each Party shall cooperate with and assist the Primary Fund Coordinator and any other Fund Coordinators as necessary in any way to respond to an audit of any grant or revenue that funds the RCIP in whole or in part.

E. RCIP TECHNICAL GROUP. The CAD Technical Manager and/or designee from each of the participating Dispatch Centers shall form the RCIP Technical Group. This group shall be responsible for coordinating installation and maintenance activities for the use of equipment associated with the RCIP. The RCIP Technical Group shall report to the EC and coordinate closely with the Steering Committee.

F. SUBCOMMITTEES. The Steering Committee shall establish subcommittees as necessary to ensure effective operation, participation and communication for the RCIP by making a recommendation to the EC to have a subcommittee created. The EC shall take a vote to create any subcommittee. The Steering Committee shall manage all subcommittees and shall appoint a chair for each subcommittee. Members of any subcommittees (other than the chair) are not required to be members of the Steering Committee. The subcommittee chairs shall, at each meeting of the Steering Committee, report to the Steering Committee Subcommittee progress and issues.

V. OWNERSHIP AND MAINTENANCE OF EQUIPMENT

A. TITLE. Title to equipment acquired with Federal funds will vest with the entity which applied for and received federal grant funds for the benefit of the SDUA upon acquisition and is subject to the obligations and conditions set forth in 28 CFR Part 66 for State and local units of government.

B. USE. Recipients shall use equipment in accordance with the following requirements:

1. Equipment must be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program, the equipment may be used in other activities currently or previously supported by a Federal agency.

2. The recipient shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided such use does not interfere with the work on the projects or programs for which it was

originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.

3. The recipient shall not use equipment acquired with funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted, or contemplated by Federal statute.

C. MANAGEMENT. Recipient procedures for maintaining equipment (including replacement) will meet the following requirements:

1. Equipment Inventory Logs will be provided by the City of San Diego Office of Homeland Security (SDOHS). Property records must be maintained which include:

- a) Description of the property;
- b) Serial number or other identification number;
- c) Source of the property;
- d) Identification of title holder;
- e) Acquisition date;
- f) Cost of property;
- g) Percentage of Federal participation in the cost of the property;
- h) Location of property;
- i) Use and condition of the property;
- j) Disposition data, including the date of disposal and sale price; and

2. A physical inventory of the property must be taken and the results reconciled with the property records once a year.

3. Property records and updates must be provided to the Primary Fund Coordinator.

4. Property must be made available for viewing during a monitoring visit or audit.

5. A control systems must exist to ensure adequate safeguards to prevent:

- a) Loss;
- b) Damage; or
- c) Theft of the property

Any loss, damage, or theft shall be investigated by the recipient, as appropriate.

6. Adequate maintenance procedures must exist to keep the property in good condition.

D. DISPOSITION. Recipient shall notify the SDOHS when property requires disposal or is no longer needed for the original project, or for other activities currently or previously supported by a Federal agency. Recipient must receive approval from SDOHS before any disposal or transfer can occur.

E. EQUIPMENT IDENTIFICATION. All equipment purchased with grant funding must be identified:

1. Recipient shall affix an assigned numbered identification tag, provided by SDOHS, to all equipment valued at \$5000 or more.
2. Recipient shall prominently affix an identification tag provided by SDOHS that states: *“Purchased with funds provided by the U.S. Department of Homeland Security.”* to all equipment regardless of its value.

VI. COOPERATION IN PROFESSIONAL SERVICES AGREEMENT

The San Miguel Consolidated Fire Protection District is contracting with Thinkstream to develop the RCIP on behalf of the SDUA. The Parties agree to cooperate with Thinkstream in the performance of the Professional Services Agreement (PSA) between the San Miguel Consolidated Fire Protection District and Thinkstream, Incorporated herein by this reference, a copy of which is on file with the San Miguel Consolidated Fire Protection District, and by signing this MOU, agree to participate in any mutual defense in any action filed by Thinkstream against the San Miguel Consolidated Fire Protection District alleging a breach of contract arising out of the performance of the PSA, except where the action relates to or involves the sole negligence or misfeasance of the San Miguel Consolidated Fire Protection District and/or the RCIP negotiation team that participated in the selection of Thinkstream as a contractor for services to be performed under the PSA.

VII. MAINTENANCE AND MARKETING RIGHTS PERCENTAGE FEES

A. RCIP MAINTENANCE FEE.

1. Pursuant to Section 2 of the First Addendum to the PSA, an annual fee will be assessed by the vendor, commencing in fiscal year three of the RCIP (Maintenance Fee). The Maintenance Fee is \$20,000 per year, per Dispatch Center connection. The Maintenance Fee shall begin to accrue for each Party on the Effective Date of this MOU as to that Party, as defined in Section XV(A) of this MOU.

2. The Maintenance Fee for the RCIP shall be allocated to each Party connected to the RCIP every fiscal year commencing in fiscal year three. Thinkstream is responsible for the Maintenance Fees during fiscal years one and two, which is included in the Performance Fee paid to Thinkstream under the First Addendum to the PSA. For fiscal years three, four and five, Thinkstream has assumed the annual Maintenance Fee for 15 Dispatch Centers up to a maximum of \$300,000, to be paid out of the funds allocated to the Parties pursuant to the Public Private Partnership Agreement (PPP), incorporated herein by this reference, a copy of which is on file with the San Miguel Consolidated Fire Protection District (Marketing Rights Percentage Fees), which have been assigned to Thinkstream up to the amount of the Maintenance Fee for the 15 Dispatch Centers during fiscal years three through five, after the City of San Diego has deducted its administrative charge, pursuant to the First Addendum to the PSA.

If there are not sufficient funds out of the Marketing Rights Percentage Fees to cover the Maintenance Fees, the Maintenance Fees shall accrue for that year and will be paid once sufficient funds are available. Any outstanding balance of Maintenance Fees will be cancelled on December 31 for that particular year and shall not be carried over pursuant to the First Addendum to the PSA.

B. MARKETING RIGHTS PERCENTAGE FEES.

Any Marketing Rights Percentage Fees not expended for the purpose of Maintenance Fees shall be handled as directed by the EC, who shall make a recommendation to the SDUAWG for approval after the following required costs are distributed as follows:

1. The SDOHS shall be reimbursed for certain administrative costs involved in the direct administration of any revenues received for the RCIP, as recommended by the EC and agreed to by the SDUAWG. These accepted administrative costs shall be the first and primary use of any Marketing Rights Percentage Fees derived from the Public-Private Partnership Agreement.
2. The SDOHS shall provide to each of the Parties an invoice for the distributed costs within thirty (30) days of receipt of the Maintenance Fee Invoice.
3. Each Party receiving such an invoice shall render the full amount of the invoice to the SDOHS at the address listed in Section X of this agreement with expediency.
4. Any Party contesting the appropriateness or details of the charges shall submit their concerns in writing to the Primary Fund Coordinator, who shall in turn notify the EC of the concerns. The SDUAWG shall have final determination on the validity of the charges.

VIII. OBLIGATIONS AND RESPONSIBILITIES OF PARTICIPATING DISPATCH CENTERS

There are certain and specific costs that will remain the responsibility of each of the participating Dispatch Centers, unless otherwise noted in Section VII and/or the PSA. These costs are known at this time to be:

- A. Connectivity costs. Each agency is responsible for the purchase, installation and sustainment costs of one "data line" as required by the SDUA RCIP vendor.
- B. Security Equipment. Each agency is responsible for the purchase, installation and sustainment costs of any data security device required by their CAD, Information Technology/Services regulations or by their agency.
- C. RCIP Maintenance Fee. The responsibility of each Party for Maintenance Fees is set forth in Section VII of this MOU.

D. Participation and Support. The Parties agree to participate in programs and events detailed in Sections 5 and 6 of the Public-Private Partnership Agreement (PPP), or as determined by the SDUAWG, subject to laws, rules, regulations and policies applicable to each Party. Such participation is limited to the Projects and events contained within said sections unless otherwise agreed upon by the Parties involved; however, all Parties acknowledge the importance of participation by all Parties in the RCIP.

IX. ADDITIONAL PARTIES

Additional entities providing public safety dispatch services may become a party to this MOU upon a majority vote of the EC approving the entity as a Party to this MOU and by executing a signed Agreement in which the entity agrees to accept the terms of this MOU, the Professional Services Agreement, and the PPP Agreement, and any addendums thereto.

X. NOTICE

Any notice, demand, complaint, request, or other submission under this MOU shall be in writing and shall be sent either by US Mail, Certified, return receipt requested, to the RCIP Executive Committee in care of the UASI grant coordinator at:

City of San Diego
Office of Homeland Security
Attn: RCIP Primary Fund Coordinator
202 C Street, MS 810H
San Diego, CA 92101

XI. AMENDMENTS

This MOU may only be amended or modified by a unanimous vote of the Parties to the MOU.

XII. COUNTERPARTS

This agreement may be executed in any number of separate counterparts and by each of the Parties in separate counterparts, each counterpart constituting an original, and all such counterparts constituting but one and the same agreement.

XIII. GOVERNING LAW

This MOU shall be governed by and construed according to the laws of California.

XIV. COMPLIANCE WITH LAWS

In exercising their rights under this MOU, the Parties shall fully comply in all material respects with the requirements of any and all applicable laws, regulations, rules and orders of any governmental body having jurisdiction over the exercise of rights under this Agreement.

XV. EFFECTIVE DATE AND TERMINATION

A. This MOU shall become effective upon signing by at least two (2) SDUAWG member agencies identified in Phase 1 (City of Carlsbad, City of Chula Vista, City of Del Mar, City of Encinitas, City of Oceanside, City of Poway, City of San Diego, City of Solana Beach, City of Vista, County of San Diego) of the RCIP (the “Effective Date”), and all necessary legal approvals have been obtained. This MOU is effective as to all remaining Parties listed in Exhibit A on the date such Party executes this MOU and all necessary legal approvals have been obtained. Unless otherwise mutually agreed to in writing by the Parties, this MOU shall remain in effect for three (3) years unless extended for one year by mutual agreement and amendment by all Parties. Two one year amendments shall be permitted under this MOU, but in no event shall the agreement exceed five (5) years.

B. Any Party to this MOU may withdraw by providing ninety (90) days written notice prior to the end of the fiscal year, defined to commence on July 1 of each calendar year. Notice of termination shall be sent to the EC in care of the Primary Fund Coordinator at the address listed in the Section X of this MOU.

C. This MOU shall terminate immediately in the event of a loss of funding necessary to carry out the purposes of this MOU, or disapproval by a federal administrative agency, or if it is determined by the EC, SDUAWG or the City of San Diego that the MOU or the RCIP violates any Federal or State laws, rules or regulations. In the event termination is pursuant to this provision, a notice specifying the reasons for termination shall be sent by the Executive Committee in care of the Primary Fund Coordinator at the address listed in the Section X of this MOU to all Parties to the MOU as soon as possible after the termination in accordance with the procedures set forth herein.

D. This MOU may not be terminated at the convenience of any Party if the performance under this MOU is compelled by State or Federal Statute or Executive Order.

E. As of the Effective Date of this MOU, none of the Parties to this agreement is aware of any State or Federal Statute or Executive Order that compels any party to continue performance under this MOU.

XVI. EFFECTS OF WITHDRAWAL AND TERMINATION

A. Upon withdrawal by any Party from this MOU, the Party withdrawing from participation in the MOU shall return all equipment funded by RCIP grant awards to the SDUAWG for reallocation.

B. Parties hosting infrastructure in their facility that withdraw from this MOU agree to continue to allow operation of the equipment, including access to the facility, for the term of the MOU provided the remaining Parties agree to assume all costs associated with operation of the RCIP equipment in the facility including, but not limited to, utilities, lease costs, licenses, and equipment maintenance. The remaining Parties to this MOU also agree to assume all terms and

obligations of existing permits, licenses, and lease agreements; to operate and maintain the equipment in a manner that is consistent with any existing permits, regulations, or agreements; and agree to indemnify the withdrawing party from liabilities associated with accessing the facility and operating the RCIP equipment.

C. Upon termination of this MOU, the Executive Committee shall recommend to the SDUAWG by majority vote how to distribute any undistributed grant funds and equipment, subject to the rules associated with the grant award. However, no action taken by the SDUAWG is effective where it contravenes or conflicts with the position of the City of San Diego.

D. Any Party may be removed from the RCIP for good cause including, but not limited to failure to pay assessed fees or charges, failure to keep the system secure, failure to comply with applicable grant requirements, and/or improper release of information. Such removal can be made only upon a majority vote of the Executive Committee after providing the member with at least 30 days written notice of the intended removal and an opportunity to be heard by the Executive Committee. A member removed from the RCIP shall be subject to all obligations including, but not limited to, the financial obligations of this MOU, the PSA, and any requirements from any grants that fund the RCIP in whole or in part.

XVII. INDEMNIFICATION

To the extent permitted by law, all Parties (“Parties” also defined herein as the Indemnifying Group) agree to hold each other member of the Indemnifying Group harmless and indemnify the other members of the Indemnifying Group against any liability for damage to life or property arising from and caused by such Party's own performance or non-performance of their respective obligations under this MOU.

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SDUA RCIP Executive Committee

San Diego County Police Chiefs and Sheriffs Association

By: _____
Thomas Zoll Date

San Diego County Fire Chiefs Association

By: _____
David Ott Date

San Diego County Office of Emergency Services

By: _____
Ronald Lane Date

City of San Diego Office of Homeland Security Program Manager

By: _____
Donna Faller Date

City of San Diego Police Department

By: _____
David Ramirez Date

City of San Diego Fire Department

By: _____
Tracy Jarman Date

San Diego County Sheriff's Department

By: _____
William Gore Date

San Diego County Fire Districts Association

By: _____
August Ghio Date

IN WITNESS WHEREOF, this Memorandum of Understanding is entered into by the (Party), by and through their representative authorized to legally bind the agency.

Agency: _____

By: _____

Title: _____

Signature: _____

* The second signature line requires execution only where the laws, rules, regulations, policies and/or procedures applicable to the Agency executing this MOU require two (2) signatures to legally bind the Agency.

Agency: _____

By: _____

Title: _____

Signature: _____

I HEREBY APPROVE the form of the foregoing Memorandum of Understanding this day of _____, 20__.

Attorney for _____

By: _____

Title: _____

Signature: _____

Exhibit A

Members of the SDUAWG

Date executed as a Party to the MOU

- 1. San Diego County _____
- 2. City of Carlsbad _____
- 3. City of Chula Vista _____
- 4. City of Coronado _____
- 5. City of Del Mar _____
- 6. City of El Cajon _____
- 7. City of Encinitas _____
- 8. City of Escondido _____
- 9. City of Imperial Beach _____
- 10. City of La Mesa _____
- 11. City of Lemon Grove _____
- 12. City of National City _____
- 13. City of Oceanside _____
- 14. City of Poway _____
- 15. City of San Diego _____
- 16. City of San Marcos _____
- 17. City of Santee _____
- 18. City of Solana Beach _____
- 19. City of Vista _____

Additional Parties (Non-SDUAWG Party)

Date executed as a Party to the MOU

- 20. Marine Corps Base, Camp Pendleton _____
- 21. CAL-FIRE San Diego Unit _____
- 22. San Miguel Consolidated Fire
Protection District _____