

MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HUMBOLDT, BY AND THROUGH
THE HUMBOLDT COUNTY SHERIFF'S OFFICE
AND
THE CITY OF FORTUNA

PARTIES

The parties to this Memorandum of Understanding (MOU) are the County of Humboldt, through the Humboldt County Sheriff's Office (hereinafter collectively referred to as the "Sheriff's Office"), and the City of Fortuna, a municipal corporation (hereinafter referred to as the "City").

RECITALS

1. The Humboldt County Sheriff's Office has established a Crisis Response Unit that includes a Special Weapons and Tactics Team (SWAT) and a Crisis Negotiation Team (CNT) as components of the Sheriff's Crisis Response Unit. This Unit also includes a Tactical Dispatch component. The Sheriff's SWAT and CNT have the capability to respond to critical incidents involving the potential for death or serious bodily injury throughout Humboldt County.
2. The City operates a police department within the County of Humboldt with members who have been selected, trained, or who can be trained, to serve as members of SWAT, CNT, or a Tactical Dispatch Unit.
3. The Sheriff's Office and City have long recognized that mutual aid and cooperation in response to critical incidents are strengthened through collaboration. By combining tactical operators and specialized equipment, the Sheriff's Office and City can more effectively and safely respond to dangerous and life-threatening incidents throughout the County.
4. The Sheriff's Office and City now desire to formally establish and confirm the framework for this cooperative effort and clarify the legal relationship resulting from that collaboration regarding the Sheriff's SWAT Team, CNT, and Tactical Dispatch components.

TEAM MEMBERSHIP

1. Upon the recommendation of the City's Chief of Police or designee, any full-time, non-probationary police officer employed by the City who meets the Sheriff's SWAT standards for character, physical agility, and firearms qualification, and is found suitable through an interview process, may be approved to become a member of the Sheriff's SWAT Team. A sworn or non-sworn City employee may also apply for a CNT or Tactical Dispatch position. The Sheriff or designee has sole discretion to determine eligibility for SWAT, CNT, or Tactical Dispatch membership. Subject to the Sheriff's requirements for membership, no person shall be denied any benefits or be subject to discrimination under this agreement on the basis of impermissible criteria.
2. The Sheriff's Office will review the qualifications of applicants and determine eligibility solely in accordance with established selection procedures. Once qualified and approved, these members will be considered full members of the Sheriff's SWAT Team, CNT, or Tactical Dispatch and will be referred to as City SWAT members, City CNT members, or City Tactical Dispatch members.
3. The City may, at any time, establish a separate City SWAT Team, CNT, or Tactical Dispatch Unit. Establishment of a separate City team shall terminate this Memorandum of Understanding.
4. All City SWAT, CNT, and Tactical Dispatch members serve as part of the Sheriff's Crisis Response Unit at the pleasure of both the City Chief and the Sheriff. The decision to remove any City member from the Sheriff's Crisis Response Unit shall be at the discretion of the City Chief or the Sheriff, consistent with City or County policy and applicable state and federal laws. Each member of the

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Sheriff's SWAT Team, regardless of employer, serves at the will of the Sheriff, who may remove a member with or without cause.

5. Membership on the Sheriff's Crisis Response Unit by any City employee does not create or imply an employer–employee relationship with the County of Humboldt or the Sheriff's Office. This MOU is between two independent entities and shall not be construed to create an agency, partnership, joint venture, or similar association. City employees shall not be entitled to any benefits through the County, including, without limitation, overtime, retirement, leave, or workers' compensation benefits.

TRAINING AND SUPERVISION

1. Training is essential to the success of the Crisis Response Unit. Each member shall participate in all scheduled trainings unless excused by the Team Leader. The Sheriff's Office will provide City members with the same training and supervision afforded to Sheriff's personnel. Failure to train shall be grounds for removal from the team. The City will provide sufficient opportunities for attendance. The City shall bear all costs associated with training its members, including ammunition for SWAT training.
2. To maintain minimum standards, all City members must attend all required POST continued professional training to maintain membership. Within one year of appointment, members must attend POST-certified training appropriate to their assignment, at the expense of the City.
3. While participating in any high-risk or critical incident, or in any training exercise, City members shall operate under the chain of command of the Sheriff's Crisis Response Unit as required by Sheriff's policy.
4. If a City SWAT member fails to qualify with their firearm or pass the annual physical agility test, they shall be suspended from SWAT participation.

PERSONNEL COSTS

1. The City shall be responsible for all personnel costs and obligations associated with its staff assigned to the Sheriff's SWAT, CNT, or Tactical Dispatch, including, but not limited to, training, salary, overtime, fringe benefits, workers' compensation, and retirement.
2. The City shall be responsible for purchasing and maintaining all necessary personal equipment for its members. City personnel may use Sheriff's Office equipment if trained and qualified. All personal equipment must be approved by the Sheriff's Office. The City shall also purchase all duty and training ammunition. A list of required equipment is attached as **Appendix A**.

POLICIES AND PROCEDURES

1. When participating in any high-risk or critical incident, or in training exercises, City members shall be bound by the written policies and procedures of the Sheriff's Office Crisis Response Unit, as established by the Sheriff's Policy and Procedures Manual and supplemental memoranda. Copies of relevant documents and updates shall be provided promptly to the City Chief of Police and City team members.
2. All City members are responsible for reading and understanding the Sheriff's Crisis Response Unit policies and procedures.
3. The Sheriff's Crisis Response Unit policies and procedures comply with the guidelines established by the Attorney General's Commission on Special Weapons and Tactics Report (September 2002) and POST 2005 SWAT Operational Guidelines and Standardized Training Recommendations (Penal Code §13514.1).

CALL-OUT PROCEDURE

1. The City may request the Sheriff's SWAT Team when an incident presents an immediate threat of death or serious bodily injury, or when specialized tactical resources are required to safely resolve the situation. Such incidents include, but are not limited to, hostage situations, armed and barricaded suspects, active shooter events, sniper threats, or other comparable critical incidents. SWAT shall not be summoned solely to compensate for staffing shortages. For armed barricaded suspects, the City shall first contain the scene, evacuate persons at risk, and attempt reasonable communication efforts prior to initiating a SWAT call-out.
2. Hostage situations, active shooters, and similar imminent life-threatening incidents are considered automatically approved SWAT missions within Humboldt County. For other static situations, the City shall submit a completed Threat Matrix to the Sheriff's Dispatch Center. The Sheriff or designee, in consultation with the SWAT Commander, will review the request and determine approval.
3. If a SWAT call-out is approved outside the City's jurisdiction, the City's Chief of Police or designee retains discretion to decline deployment or withdraw City members for operational or policy reasons. The City will make reasonable efforts to respond to deployment requests promptly and fully.
4. The Sheriff's Office will review each SWAT request to ensure deployment is justified and consistent with policy. The Sheriff or designee may decline or withdraw deployment for any resource or policy reason.

INCIDENT COMMAND

For any incident within the City's jurisdiction requiring the use of SWAT and/or CNT, all parties shall operate under the Incident Command System (ICS). The City will establish an Incident Command Post (ICP) and designate an Incident Commander. Upon arrival, the SWAT Commander will assume responsibility for Tactical Operations and coordinate all actions through the Incident Commander to ensure unified command and accountability.

HOLD HARMLESS / INDEMNITY

1. Calls for Crisis Response Unit Response Within City Limits. Notwithstanding the Hold Harmless/Indemnity provisions, when the City calls for a Crisis Response Unit within City limits, the City shall pay for any expenses beyond personnel costs, including property damage, incurred during the SWAT response. The City shall hold harmless and indemnify the County and the Sheriff's Office, their officers, officials, employees, and volunteers against all liability, loss, or damage arising from the SWAT response, except for willful misconduct by the Sheriff's Office.
2. Calls for Crisis Response Unit Response in County Jurisdiction. Notwithstanding the Hold Harmless/Indemnity provisions, when the County calls for a Crisis Response Unit within County jurisdiction, the County shall pay for expenses beyond personnel costs, including property damage, incurred during the SWAT response. The County shall hold harmless and indemnify the City, its officers, officials, employees, and volunteers against all liability, loss, or damage arising from the response, except for willful misconduct by the City.
3. Calls for Services in Other Jurisdictions (Non-City/Non-County). The Sheriff's Office will enter into MOUs with other incorporated cities that may request SWAT assistance in their jurisdictions. These MOUs will include indemnification provisions substantially similar to Section 1 above.
4. The City agrees to hold the County harmless from any and all claims, actions, suits, costs, or damages, including attorney's fees, for any injury to City personnel arising from performance under this MOU, including death.

5. These indemnification provisions shall survive the expiration or termination of this MOU.

INSURANCE

Both parties agree to procure and maintain adequate general liability, automobile, professional liability, and workers' compensation insurance coverage. Each party's coverage shall be primary as to its own officers, officials, employees, and volunteers. The cost of such insurance shall be borne by the respective entity.

AMENDMENT

No addition to or alteration of the terms of this MOU shall be valid unless made in writing and signed by both parties.

TERMINATION

Either party may terminate this MOU at any time, without cause, by providing written notice to the other. The Sheriff and/or the City's Chief of Police are authorized to issue such notice.

NOTICES

All notices under this MOU shall be in writing and deemed sufficient when sent by certified or registered mail to:

If to the County:

Humboldt County Sheriff's Office
826 4th Street
Eureka, CA 95501

If to the City:

Fortuna City Manager
621 11th Street
Fortuna, CA 95540

ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties and supersedes any prior understandings, written or oral, regarding the subject matter herein.

COUNTERPART EXECUTION

This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. This Memorandum of Understanding, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Memorandum of Understanding, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Memorandum of Understanding, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have

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the same legal effect as delivery of an original executed copy of this Memorandum of Understanding and any amendments hereto.

AUTHORITY TO EXECUTE:

Each person executing this Memorandum of Understanding represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Memorandum of Understanding. Each party represents and warrants to the other that the execution and delivery of this Memorandum of Understanding and the performance of such party's obligations hereunder have been duly authorized.

This Memorandum of Understanding shall become effective immediately once the parties have signed it.


Date: _____

By: _____
Mike Wilson, Chair
Humboldt County Board of Supervisors


Date: _____

By: _____
William Honsal, Sheriff
Humboldt County Sheriff's Office

Date: _____ 11/17/2025 _____

By: _____

Amy Nilsen, City Manager
City of Fortuna

Date: _____ 11/14/2025 _____

By: _____

Matthew Eberhardt, Chief of Police
City of Fortuna

Appendix A

SWAT EQUIPMENT

Department Issued Equipment:

- Ballistic Helmet with NVG Mount and Rails
- Ballistic Vest with attachments and ceramic plate
- Drop Holster
- Duty belt for drop holster
- Pistol with 3 magazines and tac light
- Shoulder Fired Weapon with 3 – 30 round magazines and sling
- Knee/Elbow Pads
- Radio (HCSO Frequencies) with Integrated Hearing Protection
- Gas Mask
- NVG Goggles or Monocular
- Figure 8 Descender with carabineer NFPA rated

Required Equipment to be purchased by Team Member:

- Tru Spec OD green TRU uniform or TRU Extreme uniform
- Eye Pro
- Nomex Gloves
- Nomex Balaclava
- Tan boots
- Combat Application Tourniquet (CAT)
- Small Flashlight

Additional Equipment suggested to be purchased by Team Member:

- Additional Combat Application Tourniquet
- 2 - 6" Israeli Bandage
- Rappel Harness
- GPS
- Infrared Flashlight or Filter
- Compass
- Chem Lights