



COUNTY OF HUMBOLDT

For the meeting of: May 1, 2018

Date: April 9, 2018
 To: Board of Supervisors
 From: William F. Honsal, Sheriff
 Subject: Approval of Memorandum of Understanding Between the Humboldt County Sheriff's Office and the City of Fortuna for Crisis Response Cooperation

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approval of Memorandum of Understanding (MOU) between the Humboldt County Sheriff's Office and City of Fortuna for participation in the county's Special Weapons and Tactics Team (SWAT), the Crisis Negotiations Team (CNT) and Tactical Dispatch (Attachment 1); and
2. Authorize the Chair of the Board of Supervisors and the Humboldt County Sheriff to execute three (3) originals of the Agreement; and
3. Authorize the Chair of the Board of Supervisors and the Humboldt County Sheriff to approve any extensions, amendments and modifications for the term of the Agreement; and
4. Direct the Clerk of the Board to return two (2) signed originals to the Sheriff's Office.

Prepared by *Norma S. Lorenzo* CAO Approval *[Signature]*
 Norma S Lorenzo, Deputy Director Admin

REVIEW: Auditor _____ County Counsel *NATO* Human Resources *[Signature]* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:
 Board Order No. _____
 Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor *Bass*
 Seconded by Supervisor *Wilson*
 Ayes *Bass, Fennell, Sundberg, Bohn, Wilson*
 Nays _____
 Abstain _____
 Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *5/1/18*
 By: *[Signature]*
 Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

City of Fortuna

DISCUSSION:

The Humboldt County Sheriff and City of Fortuna Chief of Police have long recognized that mutual aid and cooperation in response to a critical incident can be strengthened through collaboration. By combining tactical operators and specialized equipment, the Sheriff and city can properly and safely respond to dangerous and life threatening incidents throughout both jurisdictions. An MOU was developed to confirm the framework for this cooperative relationship (Attachment 1).

Upon the recommendation of the city's Chief of Police or his/her designee, any full time, non-probationary police officer or other qualified police staff member employed by the city who meet the Sheriff's SWAT, CNT or Tactical Dispatch standards for physical agility and firearms qualifications, and are found to be suitable as a SWAT, CNT or tactical dispatch members, may apply to become a member of the Sheriff's crisis response unit.

The Sheriff will review the qualifications of applicants and determine the eligibility for membership solely in accordance with established selection procedures. Once qualified and approved for membership, these members will be considered full members of the Sheriff's SWAT, CNT or Tactical Dispatch teams and will be known as "City SWAT members", "City CNT members", or "City Tactical Dispatch members". The Sheriff or his/her designee has the sole discretion to determine the eligibility for SWAT, CNT or Tactical Dispatch membership.

Ongoing discussions with other local jurisdictions may result in future agreements between the Sheriff and the cities for further expanded membership in the crisis response unit. This MOU between the Sheriff's Office and City of Fortuna will continue in force unless terminated per the terms of the agreement.

FINANCIAL IMPACT:

The City of Fortuna will be responsible for personnel costs and obligations associated with the staff that are assigned to the Sheriff's SWAT, Sheriff's CNT or Sheriff's Tactical Dispatch and any other related and/or associated personnel costs and obligations, including but not limited to, training, base salary, overtime salary and fringe benefits, workers compensation and retirement benefits. The City will also be responsible for the purchase and maintenance of all necessary personal equipment.

The MOU will not require modification to the Sheriff's Operations budget, not any additional General Fund allocation.

The City of Fortuna MOU meets the Board of Supervisors Strategic Plan by allowing the Sheriff's Office to enforce laws and regulations to protect the residents in both the county's jurisdiction and the city limits of Fortuna.

OTHER AGENCY INVOLVEMENT:

City of Fortuna

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board of Supervisors could choose not to approve the agreement between the County of Humboldt and the City of Fortuna for mutual crisis response services, however, this is not recommended as a denial of the proposed MOU could jeopardize public safety.

ATTACHMENTS:

Attachment 1 Memorandum of Understanding with the City of Fortuna for Participation in the Sheriff's Special Weapons and Tactics Team (SWAT), Crisis Negotiations Team (CNT) and Tactical Dispatch

ATTACHMENT 1

**Memorandum of Understanding with the City of Fortuna for Participation
in the Sheriff's Special Weapons and Tactics Team (SWAT),
Crisis Negotiations Team (CNT) and Tactical Dispatch**

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 are the COUNTY OF HUMBOLDT, through the HUMBOLDT COUNTY SHERIFF'S OFFICE (hereinafter collectively referred to as "Sheriff's Office") and the CITY OF FORTUNA, a municipal corporation (hereinafter "City").

RECITALS:

1. The Humboldt County Sheriff's Office has established a Crisis Response Unit that includes both a Special Weapons and Tactics Team (SWAT) and a Crisis Negotiation Team (hereinafter "CNT") as part of the Sheriff's Crisis Response Unit. This Unit also includes a Tactical Dispatch component. The Sheriff's SWAT and CNT have the ability to respond to critical incidents involving the potential for death or serious bodily harm throughout Humboldt County.
2. The City operates a police department within the County of Humboldt with members who have been trained or who can be trained to operate 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 a critical incident can be strengthened through collaboration. By combining tactical operators and, specialized equipment, the Sheriff's Office and City can properly 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 as well as to clarify the legal relationship resulting from that ongoing cooperative relationship regarding the Sheriff's SWAT Team, Sheriff's CNT and Sheriff's Tactical Dispatch.

TEAM MEMBERSHIP:

1. Upon the recommendation of the City's Chief of Police or his/her designee, any full time, non-probationary police officer employed by the City who meets the Sheriff's SWAT standards for physical agility and firearms qualifications and is found to be suitable as a SWAT Team member or any qualified police staff member who meets the Sheriff's standards for CNT or Tactical Dispatch, may apply to become a member of the Sheriff's SWAT Team, CNT, or Tactical Dispatch. The Sheriff or his/her designee has the sole discretion to determine the eligibility for SWAT, CNT or Tactical Dispatch membership. Subject to the Sheriff's requirements for membership, no person will, on the basis of impermissible criteria, be denied any benefits or be subject to discrimination under this agreement.
2. The Sheriff's Office will review the qualifications of applicants and will determine the eligibility for membership solely in accordance with established selection procedures. Once qualified and approved for membership, these members will be considered full members of the Sheriff's SWAT Team or Sheriff's CNT, or Sheriff's Tactical Dispatch and will be known as City SWAT members, City CNT member, or City Tactical Dispatch members.
3. At any time the City may establish a separate City SWAT Team consisting of City SWAT members and or City CNT consisting of City CNT members and City Tactical Dispatch members. Establishment of a separate City SWAT Team or City CNT Team would terminate this Memorandum of Understanding.

4. All City SWAT members, City CNT members, and City Tactical Dispatchers serve as members of the Sheriff's Crisis Response Unit at the pleasure of the city Chief and the Sheriff. The decision of whether to remove a City SWAT member or City CNT member or City Tactical Dispatcher from the Sheriff's SWAT or Sheriff's CNT or Sheriff's Tactical Dispatch component shall be made at the discretion of the City Chief or the Sheriff in accordance with city or county policy and applicable state and federal laws. Each member of the Sheriff's SWAT Team, whether employed by the City or Sheriff, serves at the will of the Sheriff. At any time the Sheriff can remove a member with or without cause.
5. Membership on the Sheriff's Crisis Response Unit by any City member does not constitute or imply any employer/employee relationship, right or obligation to City members with the County of Humboldt and/or the Sheriff's Office.

TRAINING AND SUPERVISION:

1. As a member of the specialized unit, training is an essential component to the success of the Team. Each member SHALL participate in all scheduled trainings, unless excused by the Team Leader. The Sheriff's Crisis Response Unit will provide the City SWAT members and City CNT members and City Tactical Dispatch members with training and supervision that is provided for members of the Sheriff's SWAT and Sheriff's CNT and Tactical Dispatch. Failure to train shall be grounds for removal of the Team. City agrees to bear all costs associated with the training of its individual members.
2. All City SWAT members, all City CNT members and all City Tactical Dispatch members must attend all required training in order to maintain membership in the Sheriff's SWAT and or Sheriff's CNT or Sheriff's Tactical Dispatch. The City will provide City SWAT members and City CNT members and City Tactical Dispatch members with sufficient opportunity to attend the required training. Within a year of appointment the Team, members shall attend the POST certified training required for their discipline.
3. While participating in any high risk /critical incidents or any training exercises, any City SWAT member or City CNT member or City Tactical Dispatch member shall be subject to the chain of command of the Sheriff's Office Crisis Response Unit as required by the Sheriff's Policies and Procedures.

PERSONNEL COSTS:

1. The City will be responsible for personnel costs and obligations associated with the staff that it assigns to the Sheriff's SWAT, Sheriff's CNT or Sheriff's Tactical Dispatch and any other related and/or associated personnel costs and obligations, including but not limited to, training, base salary, overtime salary and fringe benefits, workers compensation and retirement benefits.
2. The City will be responsible for the purchase and maintenance of all necessary personal equipment for City SWAT members or City CNT or City Tactical Dispatch members; however, City SWAT members or City CNT and City Tactical Dispatch members may utilize Sheriff's SWAT and Sheriff's CNT, Sheriff's Tactical Dispatch shared equipment provided they have successfully completed any required training and/or qualification. All personal equipment shall be approved by the Sheriff's Office. A list of required equipment is attached as Appendix A.

POLICIES AND PROCEDURES:

1. When participating in any high risk / critical incidents, or any training exercises as part of the Sheriff's SWAT Team, Sheriff's CNT or Sheriff's Tactical Dispatch, City SWAT members, City CNT members and City Tactical Dispatch member will be bound by written policies and procedures of the Sheriff's Office Crisis Response Unit as established by the Sheriff's Policies and Procedures Manual and by memoranda. Copies of the relevant Policies and Procedures, any additional or deletions thereto, and any memoranda

establishing policies/procedures will be provided, in a timely manner, to the City's Chief of Police and to all City SWAT Team members, all City CNT members and all City Tactical Dispatch members.

2. All City SWAT, CNT and Tactical Dispatch members shall be responsible for reading and understanding the contents of the Sheriff's Crisis Response Unit written policies and procedures.
3. The Sheriff's Crisis Response Unit policies and procedures comply with the guidelines established in 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. When a determination is made to request a call-out of the Sheriff's SWAT or Sheriff's CNT, the Sheriff's Crisis Response Unit Commander or his or her designee will contact the dispatch for the City's Police Department requesting City's SWAT and/or City's CNT, and/or Tactical Dispatch members. Although the City's CNT or City's Tactical Dispatch member's response may not be necessary to resolve the incident, City will be notified as a safeguard in the event that a tactical situation expands in scope or requires additional personnel.
2. The City's Chief of Police, or his/her designee, may decline to respond to a request for deployment of City SWAT members, City CNT members, or City Tactical Dispatch member or may withdraw City SWAT members, City CNT members, or City Tactical Dispatch member for any resource or policy reason but, in general, the City will respond to a request for City SWAT members call-out or City CNT member call-out, or City Tactical Dispatch member call-out as promptly and fully as possible.
3. The Sheriff's Office may decline to respond to a request by the City for deployment of the Sheriff's SWAT members, or Sheriff's CNT members, or Sheriff's Tactical Dispatch member or may withdraw the Sheriff's SWAT members, or Sheriff's CNT members, or Sheriff's Tactical Dispatch members for any resource or policy reason but, in general, the Sheriff's Office will respond to a request for Sheriff's SWAT members, Sheriff's CNT members, or Sheriff's Tactical Dispatch members call-out as promptly and fully as possible.

HOLD HARMLESS/INDEMNITY:

1. The City agrees that it shall hold harmless and indemnify the County, and the Sheriff's Office, its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in conjunction with the City's performance of work hereunder or its failure to comply with any of its obligations contained in the Memorandum of Understanding, except such loss or damage which is caused by the sole negligence or willful misconduct of the Sheriff's Office.
2. The County of Humboldt and Sheriff's Office shall hold harmless, defend and indemnify the City and its officers, officials, employees, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in conjunction with Sheriff's Office performance of work hereunder or its failure to comply with any of its obligations contained in the Memorandum of Understanding, except such loss or damage which is caused by the sole negligence or willful misconduct of the City.
3. In the event of concurrent negligence of the City, its officers, officials, employees and volunteers, and the Sheriff's Office, its officers, employees, and volunteers, then the liability for any and all claims for injuries/death or damage to persons and/or property, which arise out of the terms and conditions of this Memorandum of Understanding shall be apportioned under the California doctrine of comparative negligence as established presently, or as may be hereafter modified.

4. If both the City and County and/or Sheriff's Office are sued by a third party for any event arising out this agreement, the parties agree to combine their defense resources and share the costs of defense, using counsel of their mutual agreement, if and to the degree that is in both party's best interest to do so.

INSURANCE:

Both parties agree to procure and maintain sufficient general liability, automotive and workers' compensation insurance coverage shall be primary insurance as respects to the City or the County, their officers, officials, employees and volunteers. The costs of such insurance shall be borne by the individual entity, City and County.

AMENDMENT:

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

TERMINATION:

Either party may terminate this Memorandum of Understanding at any time, without cause, upon giving the other party written notice thereof. The Sheriff and/or the City's Chief of Police are authorized to provide notice of termination.

NOTICES:

Any notices provided for, or concerning this Memorandum of Understanding will be in writing and deemed sufficiently given when sent by certified or registered mail to the addresses set forth below:

If to the County: Humboldt County Sheriff
826 4th Street
Eureka, Ca. 95501

If to the City: Chief of Police
Fortuna Police Dept.
621 11th Street
Fortuna, Ca. 95540

ENTIRE AGREEMENT:

This Memorandum of Understanding sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter contained herein.

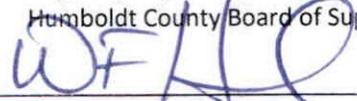
EFFECTIVE DATE:

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

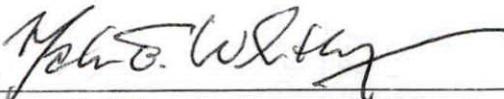
Date: 5/1/18

By: 
Virginia Bass, Chair ^{PHAN SINDERS}
Humboldt County Board of Supervisors

Date: 2/14/2018

By: 
William Honsal, Sheriff

Date: 1/12/2018

By: 
Mark Wheatley, Fortuna City Manager

Date: 1/10/2018

By: 
Bill Dobberstein, Fortuna Chief of Police

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