

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

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 EUREKA, 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 TEAM), 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 TEAM 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 selected, trained or who can be trained to operate as members of SWAT TEAM, 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.

TERMS:

A. 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 TEAM standards for character, physical agility and firearms qualifications, and is found to be suitable through an interview process, may be approved to become a member of the Sheriff's SWAT TEAM. A sworn or non-sworn member of the City may also apply for an open CNT or Tactical Dispatch position. The Sheriff or his/her designee has the sole discretion to determine the eligibility for SWAT TEAM, 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, Sheriff's CNT or Sheriff's Tactical Dispatch, and will be known as City SWAT TEAM members, City CNT members, or City Tactical Dispatch members.

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3. At any time, the City may establish a separate City SWAT TEAM consisting of City SWAT TEAM members and/ or a City CNT consisting of City CNT members and City Tactical Dispatch members. Establishment of a separate City SWAT TEAM or City CNT Team will terminate this Memorandum of Understanding.
4. All City SWAT TEAM 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. Should the Sheriff recommend the removal of any City SWAT TEAM member, City CNT member or City Tactical Dispatcher, the Sheriff will communicate that recommendation and reasons to the City Chief. Should the City Chief recommend the removal of any City SWAT TEAM member, City CNT member or City Tactical Dispatcher, the City Chief will communicate that recommendation and reasons to the Sheriff. The decision of whether to remove a City SWAT TEAM member, City CNT member or City Tactical Dispatcher from the Sheriff's SWAT TEAM, 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.
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. It is understood that this Memorandum of Understanding is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that City employees shall not be entitled to any benefits through the County to which Sheriff's Office employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits.

### B. TRAINING AND SUPERVISION:

1. As a member of the Crisis Response 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 TEAM members, City CNT members and City Tactical Dispatch members with training and supervision that is provided for members of the Sheriff's SWAT TEAM, Sheriff's CNT and Tactical Dispatch. Failure to train shall be grounds for removal of the Team. The City agrees to bear all costs associated with the training of its individual members, including providing the necessary ammunition for all SWAT TEAM trainings.
2. To maintain all the minimum standards, all City SWAT TEAM members, all City CNT members and all City Tactical Dispatch members must attend all required trainings in order to maintain membership in the Sheriff's SWAT TEAM, Sheriff's CNT or Sheriff's Tactical Dispatch. The City will provide City SWAT TEAM members, City CNT members and City Tactical Dispatch members with sufficient opportunity to attend the required trainings. Within a year of appointment to the Team, each member shall attend the training certified by the Commission on Peace Officer Standards and Training (POST) required for their discipline.
3. While participating in any high risk/critical incident or any training exercise, any City SWAT TEAM member, 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.
4. If a City member fails to qualify with their firearm to pass the annual physical agility exam, they shall be suspended from the SWAT TEAM.

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C. 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 TEAM, Sheriff's CNT or Sheriff's Tactical Dispatch and any other related and/or associated personnel cost and obligation, including but not limited to, training, base salary, overtime salary and fringe benefits, workers compensation and retirement benefits.
2. Within the first year of appointment, the City shall send each City SWAT TEAM member, City CNT member or City Tactical Dispatch member to the POST training at its expense. Each year thereafter, the City will be responsible the annual certification and training necessary for each City SWAT TEAM member, City CNT member and City Tactical Dispatch member to remain an active member.
3. The City will be responsible for the purchase and maintenance of all necessary personal equipment for City SWAT TEAM members, City CNT or City Tactical Dispatch members; however, City SWAT TEAM members, City CNT members and City Tactical Dispatch members may utilize Sheriff's SWAT TEAM, Sheriff's CNT and 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. The City shall also purchase all ammunition for duty and training. A list of required equipment is attached as Appendix A.

D. POLICIES AND PROCEDURES:

1. When participating in any high risk/critical incidents or any training exercise as part of the Sheriff's SWAT TEAM, Sheriff's CNT or Sheriff's Tactical Dispatch, City SWAT TEAM members, City CNT members and City Tactical Dispatch members 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 additions or deletions thereto, and any memoranda establishing policies/procedures will be provided by Sheriff's Office, in a timely manner, to the City's Chief of Police and to all City SWAT TEAM members, City CNT members and City Tactical Dispatch members.
2. All City SWAT TEAM members, City CNT members and City 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 TEAM Operational Guidelines and Standardized Training Recommendations (Penal Code § 13514.1).

E. 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 equipment or training is necessary and required to safely resolve the incident. Such incidents include, but are not limited to, hostage situations, armed and barricaded violent felony suspects (who refuse to surrender), active shooter events, sniper threats, or other critical incidents where the threat level reasonably warrants the use of SWAT TEAM. SWAT TEAM should not be summoned only to support a lack of personnel on scene. For armed and barricaded suspect calls, it is expected that the City contain the incident location, evacuate persons at risk of harm, and attempt responsible steps to call out the suspect prior to initiating SWAT TEAM.

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2. Hostage situations, active shooters, active snipers and similar imminent life-threatening incidents are considered automatically-approved SWAT TEAM missions in Humboldt County. For all other static situations, such as armed and barricaded violent felony suspects or comparable high-risk incidents, the City shall submit a completed Threat Matrix to the Sheriff's Dispatch Center. The Threat Matrix will be reviewed by the Sheriff, or his/her designee, in consultation with the SWAT TEAM Commander. A determination will then be made as to whether the call-out is approved. If approved, the City will be notified along with an estimated time of arrival for the SWAT TEAM.
3. If a SWAT TEAM call-out is approved outside of the City's jurisdiction, the City's Chief of Police, or his/her designee, retains discretion to decline deployment of City SWAT TEAM members, City CNT members or City Tactical Dispatch members, or to withdraw such personnel for resource or policy reasons. As a general practice, the City will make every effort to respond to requests for deployment of City members as promptly and fully as possible.
4. The Sheriff's Office reviews each SWAT TEAM request to ensure deployment is justified and consistent with policy. The Sheriff, or his/her designee, may decline a request by the City for Sheriff's SWAT TEAM, CNT, or Tactical Dispatch deployment, or may withdraw personnel for any resource or policy reason. If deployment is determined appropriate, the Sheriff's Office will respond to the request as promptly and fully as possible.

## F. INCIDENT COMMAND:

For any incident within the City's jurisdiction requiring the use of SWAT TEAM 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 TEAM Commander will assume responsibility for Tactical Operations and will coordinate all intended actions through the Incident Commander to ensure unified command and overall incident accountability.

## G. HOLD HARMLESS/INDEMNITY:

1. Calls for Crisis Response Unit Response Within City Limits. Notwithstanding the Hold Harmless/Indemnity section, when the City calls for a Crisis Resonse Unit response within the City limits, the City shall pay for any expenses beyond personnel expenses, including, but not limited to, property damage, incurred in the SWAT TEAM's response. Further, to the greatest extent allowed by law, the City shall hold harmless and indemnify the County and the Sheriff's Office, their officers, officials, employees and volunteers from and against any and all liability, loss, damage, expenses and costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in conjunction with the SWAT TEAM's response, except for any such loss or damage which was caused by the willful misconduct of the Sheriff's Office.
2. Calls for Crisis Response Unit Response in County Jurisdiction. Nothwithstanding the Hold Harmless/Indemnity section, when the County calls for a Crisis Resonse Unit response within the County, the County shall pay for any expenses beyond personnel expenses, including, but not limited to, property damage, incurred in the SWAT TEAM's response. Further, to the greatest extent allowed by law, the County shall hold harmless and indemnify the City, its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expenses and costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in conjunction with the SWAT TEAM's response, except for any such loss or damage which was caused by the willful misconduct of the City.

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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 call for SWAT TEAM assistance in their jurisdiction. The terms of each MOU will require each and every other incorporated city to indemnify the Sheriff's Office for events occurring in that city with language substantially similar to section 1 of this Hold Harmless/Indemnification provision.
4. The City agrees to hold the County harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, for any injury to City personnel that arises out of the performance of this Memorandum of Understanding, including death.
5. These indemnification provisions shall survive the expiration or termination of this Memorandum of Understanding.

H. INSURANCE:

Both parties agree to procure and maintain sufficient general liability, automotive, professional liability, and workers' compensation insurance coverage. Workers' compensation insurance 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.

I. MISCELLANEOUS PROVISIONS

1. 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.

2. 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.

3. 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 4<sup>th</sup> Street  
Eureka, CA 95501

If to the City:  
Chief of Police  
Eureka Police Department  
604 C Street  
Eureka, CA 95501

4. 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.

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5. COUNTERPART EXECUTION:

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

6. 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.

7. EFFECTIVE DATE:

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: 11/18/2025

By: \_\_\_\_\_

Signed by: *Miles Slattery*

Miles Slattery, City Manager  
City of Eureka

Date: 11/18/2025

By: \_\_\_\_\_

Signed by: *Robert N. Black*

Robert N. Black, City Attorney  
City of Eureka

Date: 11/19/2025

By: \_\_\_\_\_

Signed by: *Pamela J. Powell*

Pamela J. Powell, City Clerk  
City of Eureka

Date: 11/19/2025

By: \_\_\_\_\_

Signed by: *Brian Stephens*

Brian Stephens, Chief of Police  
City of Eureka

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# **Appendix A**

## **SWAT TEAM 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