

**City of Piedmont
COUNCIL AGENDA REPORT**

DATE: April 7, 2008

FROM: Lisa Ravazza, Police Chief

SUBJECT: **4-Year Memorandum of Understanding With Alameda County Sheriff's Office For Handling Critical Incidents**

RECOMMENDATION:

By motion, approve the attached memorandum of understanding with the Alameda County Sheriff's Department continuing the handling of critical incidents by the Alameda County Sheriff's Office, based on actual costs incurred.

BACKGROUND:

The existing memorandum of understanding with the Alameda County Sheriff's Department, *Handling Critical Incidents* has expired. The MOU provides assistance from the Sheriff's Office in handling critical incidents and was originally approved by the City Council in March 2001. A renewal is needed at this time.

This memorandum was created to establish clear guidelines in the event the Piedmont Police Department required specialized assistance to handle high risk critical incidents, such as hostage negotiations, explosive ordinance disposal, crisis intervention, and special response tactical teams. Although highly trained and equipped personnel from the Sheriff's Office would be deployed, Piedmont Police personnel would manage the scene and be responsible for the overall command of the entire operation.

The city would reimburse Alameda County only the actual costs for personnel and expended equipment utilized by the agency in response to any critical incident. The City of Piedmont will eliminate the additional expense of training time, staffing, purchase and maintenance of specialty equipment which far outweighs any expenditures for the limited deployment of Alameda County skilled teams specifically trained, which includes equipment to handle identified critical incidents.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE ALAMEDA COUNTY
SHERIFF'S OFFICE AND PIEDMONT POLICE DEPARTMENT
FOR HANDLING CRITICAL INCIDENTS**

I. PURPOSE AND SCOPE

The City of Piedmont (City) and the Alameda County Sheriff's Office (Sheriff) hereby enter into a Memorandum of Understanding for the purpose of establishing clear guidelines as to the role of each agency should a critical incident occur within the City of Piedmont. It shall be the policy of the Alameda County Sheriff's Office to assist the Piedmont Police Department in managing critical incidents that occur within their jurisdictional boundaries through the use of the Sheriff's Explosive Ordnance Disposal Unit (EOD), Special Response Unit (SRU) and/or Crisis Intervention Unit (CIU) in the manner described herein.

II. TERM OF AGREEMENT

This Memorandum of Understanding shall commence on March 1, 2008, at 12:01 A.M. and continue until February 28, 2012, at 11:59 P.M. Prior to the expiration of this term, the Sheriff's Office and the City of Piedmont shall determine the feasibility of extending the agreement for a four (4) year period, effective March 1, 2012, and continuing through February 29, 2016.

This Memorandum of Understanding may be modified at any time with the written consent of both parties.

This Memorandum of Understanding may be terminated by either party, at its sole discretion, upon 30 days advance written notice to the other party.

III. DESCRIPTION OF SERVICE AND RESPONSIBILITIES

A. Critical Incident Defined:

Critical incidents include any exigent or unanticipated life-threatening circumstances, where the utilization of specially trained units and equipment are required. Critical incidents include but are not limited to the following:

1. Situations necessary to identify, render safe, and remove suspected improvised explosive devices, explosive contraband, incendiary device, hazardous materials, or explosive chemicals.
2. Situations where special negotiation skills become necessary to reach a peaceful and safe resolution.
3. Barricaded suspects
4. High risk warrant service
5. Hostage rescue operation
6. Protective operations – VIP/Witness
7. Chemical agent deployment
8. Inner perimeter containment
9. Counter-sniper operations
10. Civil disobedience
11. Crowd control

B. Incident commander:

The Incident Commander will be the member of the Piedmont Police Department who is responsible for the overall command of the entire operation, including all tactical and support resources at the incident site.

C. Tactical Commander:

The Tactical Commander will be a member of the Alameda County Sheriff's Office. The highest ranking EOD Team member on scene will be the Tactical Commander for operations requiring the services of the EOD unit. A Sheriff's Office management team member, of lieutenant rank or higher, will be the Tactical Commander for operations requiring the services of the SRU and/or CIU units.

The Tactical Commander will be responsible for tactical planning, determining the necessary number of Sheriff's personnel, and execution of authorized courses of action that are put into effect to resolve the critical incident. The Tactical Commander will develop and coordinate tactical operations subject to the approval of the City of Piedmont Incident Commander.

D. Procedure:

The Chief of Police of Piedmont or his/her designee will contact Sheriff's Office Dispatch to request response to a critical incident in the City of Piedmont. Dispatch will follow standard Sheriff's Office authorization for specialized unit call-out, and management notification procedures.

E. Command Responsibility:

1. The Piedmont Police Department Incident Commander will be responsible for the overall management of the incident and his/her responsibilities will include:
 - a. All on-scene activities;
 - b. Minute-to-minute decisions;
 - c. Establishing a command post site;
 - d. Media relations; and
 - e. Agency liaison.
2. The Tactical Commander will be responsible for implementing specific tactical operations as directed by the Piedmont Police Department Incident Commander.
3. The Tactical Commander will establish the necessary tactical command post(s). The Tactical Commander will maintain contact with the Piedmont Police Department Incident Commander.
4. After being briefed on the situation, the Tactical Commander will formulate a full tactical plan including all appropriate contingency plans.
5. The Tactical Commander will not execute any part of any tactical plan without express authorization from the City of Piedmont Incident Commander, except in exigent circumstances when it is not possible or feasible to contact the Incident Commander.
6. The Tactical Commander will be responsible for writing an after-action report and creating a file, which will include documentation of all actions undertaken by each respective unit in response to the critical incident.

F. Reimbursement:

The City of Piedmont does hereby agree to provide the Sheriff with full financial reimbursement, at actual cost, for any and all personnel and damaged and/or expended equipment utilized by the Sheriff in response to any critical incident. In addition, the City does hereby agree to provide the Sheriff with full financial reimbursement for any additional services provided by Sheriff's personnel following the Sheriff's response to any critical incident.

The Sheriff shall bill the City within 30 (thirty) days of any critical incident, which has required response pursuant to this Memorandum of Understanding. The City does hereby agree to provide payment, in full, within 30 (thirty) days of receipt of any such billing. The Sheriff shall reasonably detail the actual costs and services in any bill sent to the City.

G. Indemnification

To the fullest extent permitted by law, the City of Piedmont shall defend, indemnify, and hold harmless the County of Alameda, the Sheriff's Office and its officers, agents, departments, officials, representatives, and employees from and against any and all claims, liabilities, loss, costs, damages, injury or death, fees, expenses, demands and actions including payment of reasonable attorney's fees arising out of or resulting from the performance of this Memorandum of Understanding, or any part thereof, for any negligent act or omission of the City, its contractors, subcontractors, or anyone directly or indirectly employed by the City (collectively "Liabilities").

To the fullest extent permitted by law, the County of Alameda shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all claims, liabilities, loss, costs, damages, injury or death, fees, expenses, demands and actions including payment of reasonable attorney's fees arising out of or resulting from the performance of this Memorandum of Understanding or any part thereof, or any negligent act or omission of the County of Alameda, the Sheriff's Office, its officers, employees, or agents, or anyone directly or indirectly employed by the Sheriff's Office (collectively "Liabilities").

H. Miscellaneous Provisions:

Each of the parties to this agreement shall immediately notify the other of any litigation or claim asserted by or against either party regarding this agreement.

This agreement represents the entire and integrated agreement between the parties. It is expressly agreed that all the terms and conditions of this agreement are included herein and no verbal agreements of any kind shall be binding upon the parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth hereinafter.

ALAMEDA COUNTY SHERIFF'S OFFICE

CITY OF PIEDMONT

Gregory J. Ahern, Sheriff

Abe M. Friedman, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

Approved by:

Nancy Fenton, Deputy County Counsel

City Attorney

