

Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12th Floor, Oakland, CA 94612-4305



Gregory J. Ahern, Sheriff

Director of Emergency Services
Coroner - Marshal

AGENDA _____ February 9, 2021

January 25, 2021

Honorable Board of Supervisors
County Administration Building
1221 Oak Street, Room 536
Oakland, CA 94612

SUBJECT: APPROVE AN AGREEMENT BETWEEN THE SHERIFF'S OFFICE AND THE CITY OF PIEDMONT FOR HANDLING CRITICAL INCIDENTS

Dear Board Members:

RECOMMENDATION:

Approve a Memorandum of Understanding between the Sheriff's Office and the City of Piedmont Police Department for the purpose of establishing the parties' respective responsibilities in the event a critical incident occurs within the City of Piedmont for the period 2/9/21 – 12/31/22 and for full cost reimbursement to the Sheriff's Office.

DISCUSSION/SUMMARY:

It is the policy of the Alameda County Sheriff's Office (ACSO) to assist the Piedmont Police Department in managing critical incidents which occur within the City of Piedmont's jurisdictional boundaries, through the use of the Sheriff's Explosive Ordnance Disposal Unit (EOD), Special Response Unit (SRU), and the Crisis Intervention Unit (CIU) in the manner described herein consistent with California Penal Code Section 830.1(a)(2) governing use of peace officers within a city jurisdiction. The term of this contract is from 2/9/21 – 12/31/22 with the option to extend the term for two (2) one-year terms.

The City of Piedmont agrees to reimburse ACSO for all reasonable expenses that are incurred in connection with rendering services to the City of Piedmont under this Memorandum of Understanding.

This agreement has been approved by the City of Piedmont and County Counsel.

Honorable Board of Supervisors

January 25, 2021

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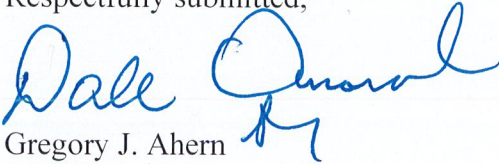
FINANCING:

No additional appropriation is required. The costs associated with this contract will be fully reimbursed by the City of Piedmont. There will be no increase in net County cost as a result of your approval.

VISION 2026 GOAL:

The Memorandum of Understanding between the Sheriff's Office and the City of Piedmont for handling critical incidents meets the 10X goal pathways of **Crime Free County** in support of our shared vision of **Safe and Livable Communities.**

Respectfully submitted,



Gregory J. Ahern
Sheriff-Coroner

GJA:BHW:bhw

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

I. PURPOSE AND SCOPE

The City of Piedmont ("PIEDMONT") and the Alameda County Sheriff's Office ("ACSO") (collectively, the "Parties"), hereby enter into a Memorandum of Understanding ("MOU") for the purpose of establishing the Parties' respective responsibilities in the event a critical incident occurs within PIEDMONT. PIEDMONT may call on ACSO to assist PIEDMONT's Police Department through the use of the ACSO's Explosive Ordinance Disposal Unit ("EOD"), Special Response Unit ("SRU") and/or Crisis Intervention Unit ("CIU") in the manner described herein. ACSO shall additionally conduct investigations of officer-involved shootings and in-custody deaths within PIEDMONT.

II. TERM OF AGREEMENT

This MOU shall commence upon the Parties' execution of this agreement, and continue until December 31, 2022, at 11:59 P.M. Prior to the expiration of this term and upon the Parties' mutual written agreement, the Parties may extend this MOU for two (2) additional one-year terms, so long as the extension(s) is/are executed sixty (60) days prior to the termination of the MOU.

This MOU may be modified at any time with the mutual, written consent of the Parties.

This MOU may be terminated by either Party at its sole discretion upon thirty (30) days' advance written notice. A termination, however, shall not affect any monies owed to ACSO for any services performed under this MOU by PIEDMONT'S request. Upon PIEDMONT'S submission of a termination notice, PIEDMONT shall pay ACSO all costs for services performed up until the time of termination and reasonable costs directly related to the close out services to PIEDMONT as set out and/or described herein.

III. DESCRIPTION OF RESPONSIBILITIES

A. CRITICAL INCIDENT DEFINED

ACSO shall respond to critical incidents as requested by PIEDMONT. Critical incidents encompass any exigent or unanticipated life-threatening circumstances, where the utilization of specially trained units and equipment are required, and shall include, but shall not be limited to, the following:

1. Identify, render safe, and remove suspected improvised explosive devices, explosive contraband, incendiary devices, hazardous materials, or explosive chemicals.
2. Situations where special negotiation skills become necessary to reach a peaceful and safe resolution.

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3. Barricaded suspects.
4. Confirmed high risk warrant service.
5. Hostage rescue operations.
6. Protective operations - VIP/Witness.
7. Chemical agent deployment.
8. Inner perimeter containment.
9. Counter-sniper operations.
10. Investigation of officer-involved shootings within PIEDMONT.
11. Investigation of in-custody deaths within PIEDMONT.

B. INCIDENT COMMANDER

For any incident where PIEDMONT requests the assistance of the ASCO, PIEDMONT shall assign a member of the PIEDMONT Police Department to serve as the Incident Commander, who is responsible for overall command of the entire operation, including all tactical and support resources at the incident site.

C. TACTICAL COMMANDER

For any incident where PIEDMONT requests the assistance of the ASCO, ASCO shall assign a member of the ASCO to serve as the Tactical Commander. For services where the EOD unit is required, the Tactical Commander role will be assigned to the highest-ranking EOD Team member on scene. For incidents involving the SRU and/or CIU, or all three Units, an ACSO management team member of lieutenant rank or higher will serve as the Tactical Commander.

D. PROCEDURE

In order to request the services of the ASCO for a critical incident, the Chief of Police of the PIEDMONT Police Department, or his/her designee, will contact ACSO's Dispatch to request response to a critical incident in PIEDMONT. Dispatch will follow ASCO's standard procedures for authorizing specialized units to respond to the critical incident. ASCO will inform PIEDMONT, in a timely manner, whether it can respond to the critical incident per the terms of this MOU.

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 (upon consultation and approval by ACSO for events concerning ACSO deputies or officers); 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 PIEDMONT Police Department Incident Commander, except in exigent circumstances when it is not possible or feasible to contact the Incident Commander.
6. ACSO personnel may detain/arrest suspects involved in serious misdemeanor or felony offenses under this MOU. PIEDMONT will remain the primary law enforcement agency that retains jurisdiction. PIEDMONT will be in command of the operations described herein, and only PIEDMONT has the power to enforce and investigate serious misdemeanor crimes and felonies, including all Part I violent crimes as defined by the FBI Uniform Crime Report. ACSO's personnel will provide support to PIEDMONT Police at crime scenes, as needed, directed, or requested by PIEDMONT.
7. ACSO 's personnel, deputies, and supervisors assigned to aid PIEDMONT will remain employees of ACSO; however, nothing in this section or MOU shall limit the subrogation or indemnification rights of the County. ACSO assigned personnel will operate under the rules, regulations and written directives of the Alameda County Sheriff's Office, yet recognize that the ultimate command of the services described herein rests with PIEDMONT. ACSO deputies and supervisors assigned to work for PIEDMONT will report through their chain of command structure and operate within those parameters. ACSO has the sole authority and responsibility to conduct investigations into accusations of wrongdoing or misconduct by ACSO personnel, in accordance with the ACSO policies, rules, and procedures, and to take appropriate disciplinary action against its employees.

F. OFFICER-INVOLVED SHOOTINGS/ IN-CUSTODY DEATHS

Upon PIEDMONT's request, ACSO shall conduct investigations of officer-involved shootings, as well as investigations of in-custody deaths in PIEDMONT pertaining to criminal investigations of the involved officer(s) actions. The Chief of Police of the PIEDMONT Police Department, or his/her designee, shall liaise with ACSO and shall provide all assistance necessary toward the investigation including, but not limited to,

providing dispatch, body worn camera footage, reports, and witnesses available to ACSO. ASCO shall be responsible for preparing any investigative reports, which shall be made immediately available to the Chief of Police of the PIEDMONT Police Department upon completion for review.

G. NO RELATIONSHIP

No relationship of employer and employee is created by this MOU between ACSO personnel and PIEDMONT, it being understood that PIEDMONT and ACSO are acting hereunder as independent agencies. This MOU is not intended to and shall not be construed to create the relationship between the Parties of agent, servant, employee, partnership, joint venture, or association.

H. JURISDICTION

The geographic jurisdiction of ACSO in support of PIEDMONT under the terms of this MOU shall be limited to areas located within Alameda County, California. However, ASCO shall fully participate in any Court proceedings that are venued outside of Alameda County.

I. REIMBURSEMENT

PIEDMONT agrees to reimburse ASCO for all reasonable expenses that are incurred in connection with rendering services to PIEDMONT under this MOU. Reasonable expenses include, but shall not be limited to, the following: damage to ASCO's uniforms, damage to ASCO's property, damage to ASCO's supplies, the cost of acquiring equipment to respond to a critical incident.

This Section shall in no way limit PIEDMONT's obligations under Section III, J (Indemnification). In consideration for the above services and upon receipt of an itemized invoice, PIEDMONT agrees to reimburse ACSO for the actual costs, additional costs, and indirect costs incurred within thirty (30) days of receipt of an invoice from ACSO. After an incident subject to the terms of this MOU, ACSO will provide PIEDMONT a record noting each individual captain/lieutenant/sergeant/deputy who was assigned to the incident along with the number of hours each was assigned. Overtime may be utilized when staffing levels become critical, and ACSO shall make a good faith effort to utilize staff on hand first; however, PIEDMONT shall also reimburse for all overtime hours.

J. INDEMNIFICATION

To the fullest extent permitted by law, PIEDMONT shall hold harmless, defend and indemnify the County of Alameda ("County"), its Board of Supervisors, ACSO, and their officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this MOU, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss

therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this MOU (collectively "Liabilities") except where such liabilities, as determined by a Court of law or mutual agreement of the Parties, are the sole negligence, gross or willful misconduct of Indemnitees. The County may participate in the defense of any such claim without relieving PIEDMONT of any obligation hereunder.

K. Each of the Parties to this MOU shall immediately notify the other of any litigation of claim asserted by or against either Party relating to services under this this MOU.

L. **TRAINING**

To the extent any PIEDMONT employees are involved in any way in the services described herein, directly or indirectly, PIEDMONT agrees to provide all necessary and mandatory training required to ensure that employees assigned to assist and/or aid ACSO under this MOU comply with all state and agency-mandated training. PIEDMONT agrees to allow the assigned employees adequate time to participate in any mandatory training. PIEDMONT also agrees to provide training for assignments that are specific to its needs.

M. All cancellations and other notices hereunder to ACSO shall be made to:

ACSO Law Enforcement Services Division Commander
Attn: Commander Sean Sexton
1401 Lakeside Drive, 12th Flr.
Oakland, CA 94612
Telephone: (510) 225-5889 and/or (510) 667-7721
Email: ssexton@acgov.org

All cancellations and other notices hereunder to PIEDMONT shall be made to:

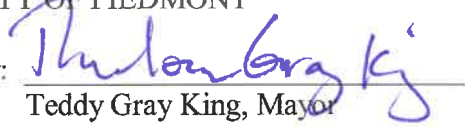
City of Piedmont Police Department
Attn: Police Chief Jeremy Bowers
120 Vista Avenue
Piedmont, CA 94611

N. This MOU 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. As used herein, MOU refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This MOU supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof.

- O. All records and reports prepared in the performance of this MOU shall be maintained by the Parties. The Parties agree to comply with all applicable laws concerning the maintenance and disclosure of records and reports prepared in the performance of this MOU.
- P. This MOU shall subject to the laws of the State of California. The exclusive venue to enforce or resolve a dispute related to this MOU shall be the Superior Court, County of Alameda.
- Q. If a court of competent jurisdiction holds any provision of this MOU to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this MOU would be defeated by the loss of the illegal, unenforceable, or invalid provision.
- R. Headings herein are for the convenience of reference only and shall in no way affect interpretation of the MOU.
- S. The Parties shall each maintain their own liability insurance coverage through self-insurance against any claim of liability arising out of the performance of this MOU. At a minimum, each Party shall maintain Commercial General Liability with minimum coverage of \$5,000,000.00 per occurrence, Commercial or Business Automobile Liability with minimum coverage of \$5,000,000.00 per occurrence. The Parties shall maintain Workers' Compensation Insurance as required by the State of California and Employers Liability Insurance. Employers Liability Insurance shall have limits of no less than \$100,000.00 per accident for bodily injury or disease.
- T. By signing this MOU, a signatory warrants and represents that he/she executed this MOU in his/her authorized capacity and that by his/her signature on this MOU, he/she or the entity upon behalf of which he/she acted, executed this MOU.

IN WITNESS THEREOF, the Parties have executed this MOU on the dates as set forth hereinafter.


COUNTY OF ALAMEDA
 By: 
 President, Board of Supervisors

CITY OF PIEDMONT
 By: 
 Teddy Gray King, Mayor

Date: 2/23/21

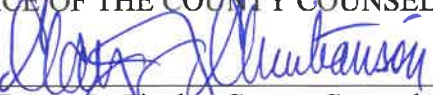
Date: 2021-01-06

ALAMEDA COUNTY SHERIFF'S OFFICE

By: 
Gregory J. Ahern, Sheriff

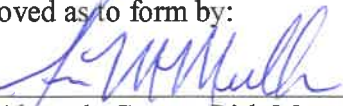
Date: 1/25/21

Approved as to form by:
OFFICE OF THE COUNTY COUNSEL

By: 
Donna R. Ziegler, County Counsel
Clay J. Christianson, Deputy County Counsel


Date: 1/21/2021

Approved as to form by:

By: 
Alameda County Risk Management

Date: 1/22/2021

Approved as to form by:
CITY ATTORNEY'S OFFICE

By: 
City Attorney

Date: January 7, 2021

Attest:

By: 
City Clerk

Date: 1/8/2021

