

## **MEMORANDUM OF UNDERSTANDING**

**EL DORADO COUNTY SHERIFF'S OFFICE**

**AND**

**PLACERVILLE POLICE DEPARTMENT**

### **Section 1**

**Parties:**

The parties to this Memorandum of Understanding are the COUNTY OF EL DORADO, OFFICE OF THE SHERIFF (hereinafter "Sheriff's Office"), and the CITY OF PLACERVILLE, POLICE DEPARTMENT, (hereinafter "Police Department").

FRED KOLLAR  
SHERIFF - CORONER - PUBLIC ADMINISTRATOR  
COUNTY OF EL DORADO  
STATE OF CALIFORNIA

---

**Section 2**

**Recitals:**

- The Sheriff's Office has established a Special Weapons and Tactics Team (El Dorado County Sheriffs Office SWAT Team), which is comprised of perimeter, arrest-react, hostage rescue-entry, sniper team, negotiation, tactical dispatcher and command teams. The SWAT team has the ability to respond to critical incidents involving the potential for death or serious bodily harm, throughout the County of El Dorado.
- The Placerville Police Department operates a department within the County of El Dorado, and within the City of Placerville. Placerville Police officers are allowed to participate as members of the El Dorado County SWAT Team.
- The Sheriffs Office and Police Department have long recognized that mutual aid and cooperation in response to critical incidents can be enhanced and made more flexible and effective by combining forces for SWAT purposes.
- The Sheriffs Office and Police Department desire to formally establish and confirm the framework for this cooperative effort, as well as to clarify the legal relationships resulting from that on-going cooperative relationship.

FRED KOLLAR

SHERIFF - CORONER - PUBLIC ADMINISTRATOR  
COUNTY OF EL DORADO  
STATE OF CALIFORNIA

**Section 3**

**Team Membership:**

- Any Placerville Police officer may apply to become a member of the El Dorado County Sheriff SWAT Team, provided they meet the minimum qualifications for membership. Interested officers must first have the approval and recommendation from the Placerville Police Administration prior to evaluation and consideration for membership.
- The Sheriffs Office will review the qualifications of the applicants and will solely determine the eligibility for membership in accordance with the established selection procedures.
  - These qualifications include but are not limited to minimum standards for physical agility and tactical firearm qualifications.
- Once qualified and approved for membership, these officer(s) will be considered members of the El Dorado County Sheriff SWAT Team. All SWAT members serve at the pleasure of the Sheriff. The decision whether to remove a SWAT Team member shall be made in the sole discretion of the Sheriff, or his designee, in accordance with established removal procedures. Placerville Police officer(s) may be removed from the SWAT Team by the Chief of Police or his designee without recourse or reason.

FRED KOLLAR  
SHERIFF - CORONER - PUBLIC ADMINISTRATOR  
COUNTY OF EL DORADO  
STATE OF CALIFORNIA

---

- The position is limited to two (2) officer(s) from the Placerville Police Department. The positions will be on the SWAT Entry Team.

**Section 4**

**Training, Equipment, and Supervision:**

- The Sheriff's Office will provide all Placerville Police Department SWAT Team members with access to the training and supervision that is provided by the El Dorado County Sheriff SWAT Team.
- All Placerville Police Department SWAT Team members shall be required to attend training as required by the Sheriff's Office Policy Manual as well as the El Dorado County Sheriff's Office SWAT Manual to maintain membership. The Placerville Police Department will provide their SWAT members with sufficient opportunity to attend the required training.
- While participating in any high-risk and or critical incidents (SWAT Missions) or any training exercises, any Placerville Police Department personnel shall be subject to the chain of command of the El Dorado County Sheriff's SWAT Team as required by the Sheriff's Office Policy Manual as well as the El Dorado County Sheriff's SWAT Team Manual.

FRED KOLLAR

SHERIFF - CORONER - PUBLIC ADMINISTRATOR  
COUNTY OF EL DORADO  
STATE OF CALIFORNIA

---

- The El Dorado County Sheriff's Office SWAT Team will have access and approval to use equipment owned and maintained by the Placerville Police Department if it will better insure the safety of its members during a critical incident.
- The Placerville Police Department SWAT Team members will standardize their equipment and uniform so it mirrors that of the El Dorado County Sheriff's Office with the exception of placards, badges and shoulder patches at the Police Departments expense.

**Section 5**

**Personnel Costs:**

- The Placerville Police Department will be responsible for all personnel costs and obligations associated with the staff it assigns to the SWAT Team and any other related and or other associated personnel costs and obligations, including but not limited to base salary and overtime salary.
- The City of Placerville Police Department will also be responsible for their employee's Workers' Compensation and retirement benefits at all times.

FRED KOLLAR  
SHERIFF - CORONER - PUBLIC ADMINISTRATOR  
COUNTY OF EL DORADO  
STATE OF CALIFORNIA

---

- The City of Placerville Police Department will be responsible for purchase and maintenance of equipment for their personnel however; City of Placerville Police Department SWAT personnel may utilize Sheriffs Office equipment provided they have successfully completed any required training and or qualification as required.

**Section 6**

**Policies and Procedures:**

- When participating in any high-risk and or critical incidents (SWAT Mission) or any training exercises as part of the SWAT Team, the City of Placerville Police Department Team members will be bound by the written El Dorado County Sheriff's Office Policy Manual as well as the El Dorado County Sheriff's Office SWAT Team Manual. Copies of the El Dorado County Sheriff's Office Policy Manual and El Dorado County Sheriff's Office SWAT Team Manual will be provided to the Placerville Police Department team members and the Chief of Police.
- All City of Placerville, Police Department SWAT Team members will be responsible for reading, understanding, and complying with the El Dorado County Sheriff's Office Policy Manual as well as the El Dorado County Sheriff's Office SWAT Team Manual.

FRED KOLLAR

SHERIFF - CORONER - PUBLIC ADMINISTRATOR  
COUNTY OF EL DORADO  
STATE OF CALIFORNIA

- The El Dorado County Sheriffs Office Policy Manual and El Dorado County Sheriff's Office SWAT Team Manual shall conform to the California Standardized Emergency Management System requirements, including executive oversight, chain of command / control, and procedures for activation.
- The Placerville Police Department by this agreement will be bound to use the El Dorado County Sheriff's SWAT Team for SWAT requests / activations as part of this MOU.

**Section 7**

**Call-Out Procedure:**

- When the determination is made to request a call-out of the El Dorado County SWAT team, all Placerville Police Department SWAT team members shall notify their superiors.
- Any Sheriffs Office or City of Placerville Police Department personnel who are immediately designated as "Watch Commanders" may request the SWAT Team activate consistent with El Dorado County Sheriff's Office Policy Manual and El Dorado County Sheriff's Office SWAT Team Manual deployment procedures.

FRED KOLLAR

SHERIFF - CORONER - PUBLIC ADMINISTRATOR  
COUNTY OF EL DORADO  
STATE OF CALIFORNIA

- A Watch Commander will be the agencies highest-ranking officer on duty. SWAT Call-outs may be cancelled at any time by SWAT command staff if the incident is resolved prior to the arrival of SWAT, or if they deem that the incident does not require the use of SWAT.
- The Placerville Police Department's Police Chief (or <sup>h</sup>is or her designee) may decline to send their personnel who participate on the SWAT Team for any resource or policy reason, however, in general the Sheriffs Office will expect the City of Placerville Police Department team members to respond to SWAT Missions promptly.
- Most SWAT missions are within the County of El Dorado. However, the Sheriffs Office will expect the Placerville Police Department Team members to respond to out of County requests for assistance as well.

**Section 8**

**Liability:**

- The City of Placerville, Police Department agrees to defend, save harmless and indemnify El Dorado County, its deputies, employees and agents, from any and all claims for injuries or damage to persons and or property which arise out of the terms or conditions of this MOU, and which result from the negligent acts or omissions of the City of Placerville, Police Department, its officers, employees, and or agents.



FRED KOLLAR

---

SHERIFF - CORONER - PUBLIC ADMINISTRATOR  
COUNTY OF EL DORADO  
STATE OF CALIFORNIA

- The City of Placerville, Police Department shall be responsible for damages caused by the acts or omissions of its officers, employees, and agents occurring in the performance of this MOU. It is the intention of both parties that the MOU be interpreted to impose on each party, responsibility for the acts of their respective officers, employees, and agents.
- The Sheriffs Office agrees to defend, save harmless and indemnify the Placerville Police Department, its officers, employees and or agents, from any and all claims for injuries or damage to persons and or property which arise out of the terms and conditions of this Memorandum of Understanding, and which result from the negligent acts or omissions of the Sheriffs Office, its officers, employees, and or agents.
- El Dorado County, El Dorado County Sheriff's Office shall be responsible for damages caused by the acts or omissions of its deputies, employees, and agents occurring in the performance of this MOU. It is the intention of both parties that the MOU be interpreted to impose on each party, responsibility for the acts of their respective officers, employees, and agents.

FRED KOLLAR

SHERIFF - CORONER - PUBLIC ADMINISTRATOR  
COUNTY OF EL DORADO  
STATE OF CALIFORNIA

- In the event of concurrent negligence of the City of Placerville, Police Department, its officers, employees, and or agents and the Sheriffs Office, its deputies, employees, and or agents then the liability for any and all claims for injuries or damages 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. It is the intention of the parties that each party will bear the proportionate cost of any damages attributable to the negligence of that party, its officers, employees, and agents.

**Section 9**

**Termination of MOU:**

Either party may terminate this Memorandum of Understanding at any time. Intent to terminate this MOU shall be in writing addressed to the Placerville Police Department Chief of Police or to the El Dorado County Sheriff without cause, upon giving the other party written notice thereof and a minimum 10 days notice. The City of Placerville, Police Department's Chief of Police and the Sheriff are authorized to provide notice of termination of this MOU.

Placerville Police Department  
730 Main St.  
Placerville, Ca. 95667

FRED KOLLAR  
SHERIFF - CORONER - PUBLIC ADMINISTRATOR  
COUNTY OF EL DORADO  
STATE OF CALIFORNIA

El Dorado County Sheriff's Office  
300 Fair Lane  
Placerville, Ca. 95667

**Section 10**

**Agreement:**

This Memorandum of Understanding sets forth the agreement between the parties and supersedes any and all prior agreements and understandings, written or oral, between the parties pertaining to the subject matter contained herein. This Memorandum of Understanding shall become effective immediately once the parties have signed it.

*Time is of the Essence:* The parties hereto acknowledge and agree that time is of the essence.

REQUESTING DEPARTMENT CONCURRENCE:

By: *Fred Kollar* Dated: *11/6/10*  
Fred Kollar  
Sheriff

By: *George Nielsen* Dated: *11/1/2010*  
George Nielsen  
Chief of Police

FRED KOLLAR  
SHERIFF - CORONER - PUBLIC ADMINISTRATOR  
COUNTY OF EL DORADO  
STATE OF CALIFORNIA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

COUNTY OF EL DORADO:

Dated: \_\_\_\_\_

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

Board of Supervisors

ATTEST:

Susan Allen de Sanchez, Clerk  
of the Board of Supervisors

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

Dated: \_\_\_\_\_

Deputy Clerk

CITY OF PLACERVILLE:

Dated: 11-2-10

By: 

John Driscoll

City Manager/City Attorney