



MEETING DATE:
ITEM NO: 7

COUNCIL AGENDA REPORT

DATE: December 11, 2006

TO: MAYOR AND TOWN COUNCIL

FROM: DEBRA J. FIGONE, TOWN MANAGER

A handwritten signature in cursive script, likely belonging to Debra J. Figone.

SUBJECT: ADOPT RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF CAMPBELL POLICE DEPARTMENT TO FORMALIZE THE CREATION OF A REGIONALIZED SPECIAL WEAPONS AND TACTICS (SWAT) AND HOSTAGE NEGOTIATIONS TEAM (HNT) AND TO AUTHORIZE STAFF TO EXECUTE FUTURE AMENDMENTS AND AGREEMENTS

RECOMMENDATION:

Adopt resolution authorizing the Town Manager to enter into an agreement with the City of Campbell Police Department to formalize the creation of a regionalized special weapons and tactics (SWAT) and hostage negotiations team (HNT) and to authorize staff to execute further amendments and agreements.

BACKGROUND:

The Los Gatos/Monte Sereno Police Department and the Campbell Police Department currently have a SWAT and HNT unit comprised of several officers, civilians and tactical dispatchers. Each team has a cache of weapons and equipment that are not only expensive to purchase but also maintain. State guidelines recommend that each team train once a month in the areas of firearms qualifications, perimeter control, entry and movement tactics, conflict resolution and other perishable skills. While this amount of training is a critical necessity to the mission of the unit, it can also drain resources quickly given the size of the respective departments.

DISCUSSION:

The philosophies of both Chiefs of Police as well as command and supervisory staff of both departments are similar in nature and approach to critical incidents.

PREPARED BY: Scott R. Seaman
Chief of Police

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Reviewed by: PSJ Assistant Town Manager OK Town Attorney
____ Clerk Administrator SC Finance ____ Community Development

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MAYOR AND TOWN COUNCIL

SUBJECT: SWAT/HNT AGREEMENT WITH THE CITY OF CAMPBELL

JANUARY 16, 2006

Moreover, both agencies have enjoyed a solid and cooperative relationship over the last several years and have worked extremely well together when called upon to assist for routine or critical calls for service. The formation of a regional SWAT and Hostage Negotiation Team will create an opportunity for the sharing of equipment, resources, and personnel during a critical incident and allow for joint training opportunities, thus potentially saving costs. The process to consolidate the SWAT and HNT teams (including tactical dispatchers) has included meetings between SWAT commanders and team leaders, resource and equipment inventory, policy manual and training history review, as well as three joint table top, lecture and tactical movement training sessions.

A Memorandum of Understanding is a necessary and critical legal component to this joint venture. Attorneys from both jurisdictions have reviewed and submitted recommendations to this document (Exhibit A).

CONCLUSION:

It is recommended that the Council adopt the attached resolution authorizing the Town Manager to execute an agreement with the City of Campbell to create a regionalized special weapons and tactics and hostage negotiations team.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA.

FISCAL IMPACT:

Specific cost savings are currently unknown. However, the sharing of equipment and resources could reduce the impact of overtime costs, specialty training courses and need for equipment purchase and replacement over time.

Attachments:

Resolution approving cooperative agreement (Exhibit A) with the City of Campbell.

RESOLUTION

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF CAMPBELL POLICE DEPARTMENT TO FORMALIZE THE CREATION OF A REGIONALIZED SPECIAL WEAPONS AND TACTICS (SWAT) AND HOSTAGE NEGOTIATIONS TEAM (HNT) AND TO AUTHORIZE STAFF TO EXECUTE FUTURE AMENDMENTS AND AGREEMENTS

WHEREAS, the Campbell Police Department and the Los Gatos/Monte Sereno Police Department share not only a common boundary and proximity but also overlapping demands for police responses often due to high-risk/critical incidents which require the specialized attention of a team trained specifically to be effective in highly volatile situations; and

WHEREAS, the Police Departments of the City of Campbell and the Town of Los Gatos 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 hostage negotiation and special weapons and tactics purposes; and

WHEREAS, the Police Departments of the City of Campbell and the Town of Los Gatos now desire to formally establish and confirm the framework for this cooperative effort as well as to clarify the legal relationships which result from that ongoing cooperative arrangement;

RESOLVED, by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that the Town of Los Gatos hereby authorizes the Town Manager to execute an agreement with the City of Campbell Police Department to formalize the creation of a Regionalized SWAT/HNT teams and to authorize staff to execute future amendments necessary during this agreement.

PASSED AND ADOPTED at a _____ meeting of the Town Council of the Town of Los Gatos, California, held on the _____ day of _____, 200__ by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

CLERK ADMINISTRATOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

AGREEMENT BETWEEN THE CITY OF CAMPBELL
AND TOWN OF LOS GATOS FOR JOINT POLICE TACTICAL SERVICES

This contract is dated for identification this _____ day of _____, 2006 and is made by and between the CITY of CAMPBELL, a California General Law City, and whose address is 70 North First Street, Campbell California; 95008 (hereinafter "CAMPBELL") and the TOWN OF LOS GATOS, a California General Law City whose address is 110 E. Main Street, Los Gatos, CA 95031 (hereinafter "LOS GATOS").

RECITALS

A. CAMPBELL and LOS GATOS share not only a common boundary and proximity but also overlapping demands for police responses, often to high-risk/critical incidents which require the specialized attention of a team trained specifically to be effective in highly volatile situations.

B. The Police Departments of CAMPBELL and LOS GATOS 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 hostage negotiation and special weapons and tactics purposes.

C. The City Councils of CAMPBELL and the Town Council LOS GATOS now desire to formally establish and confirm the framework for this cooperative effort as well as to clarify the legal relationships resultant from that ongoing cooperative arrangement.

NOW, THEREFORE in consideration of the recitals and mutual promises contained herein it is agreed as follows:

1. Personnel and Supervision.

The Regional Teams shall consist of a Special Weapons and Tactics ("SWAT") team and a Hostage Negotiators Team ("HNT"): The Regional Team configuration may be comprised of as many sub-teams or reserve teams as needed for a particular incident.

CAMPBELL and LOS GATOS will both assign and maintain officers and supervisors for the SWAT team and HNT sufficient to provide appropriate joint coverage for critical incidents in either city which may typically require response by the Regional Team or its components.

The Police Chiefs from CAMPBELL and LOS GATOS shall establish minimum qualifications for Regional Team Members, including physical agility and tactical firearms qualifications, and shall establish an appropriate selection process for Regional Team members. While participating in any high-risk/critical

incidents or any training exercises any Police Officer, civilian employee, Community Services Officer or volunteer shall be subject to the exclusive chain of command of the Regional Team.

Any Internal Affairs investigation requested by any supervisor will be referred to and performed by the agency employing the respective officer involved in the conduct to be reviewed. Any administrative action resulting from such investigations shall be a matter left up to the discretion of the employing agency. Any Internal Affairs investigation involving officers from both agencies will require each agency to assign an investigator to work jointly on the inquiry. Upon the conclusion of the investigation, the recommendation for discipline will be at the discretion of the employing agency.

Each participating agency will be responsible for the personnel costs and obligations associated with the staff it assigns to the program, including base salary, overtime salary, fringe benefits, workers' compensation, retirement, etc.

2. Policies and Procedures.

Each officer assigned to the program will follow the policies on the use of deadly force, use of lethal force, operation of police vehicles and any other general operating procedures adopted by the parties for operation of the Regional Team.

The Police Chiefs of CAMPBELL and LOS GATOS shall establish procedures for the operation of the Regional Team conforming to the National Incident Management System (NIMS) and the California Standardized Emergency Management System (SEMS) requirements, including, but not limited to, executive oversight of the Regional Team, chain of command control over the critical incident responses, and procedures for activation of the Regional Team in response to critical incidents. The city/town where a critical incident is located shall assume the role of supervising agency for requesting activation of the Regional Team. The incident commander for that supervising agency shall be the assigned command officer level (Sergeant working as an acting Division Commander or Captain or higher) and shall direct the nature and scope of the response by the appropriate elements of the Regional Team.

The Police Chief (or delegate) of each city/town may decline to respond to a request for negotiation or tactical unit services through the Regional Team or may withdraw all personnel/services for any resource or policy reason, but, in general each city shall respond to a request for Regional Team services in the other city as promptly and fully as possible.

3. Civil Liabilities.

While assigned to the Regional Team pursuant to this agreement or while operating with the regional team for limited or special purposes, each party's employees so assigned shall remain considered to be exclusively the employees of the city responsible for that employee's payroll.

In lieu of the contribution provisions of California Government Code section 895.6, the parties agree to allocate the responsibility for any liabilities to third-parties as follows:

a. LOS GATOS shall indemnify, defend and hold CAMPBELL and its officers, officials, attorneys, agents, employees and volunteers harmless from any and all claims, actions, causes of action, injuries, losses, liabilities, costs (including reasonable defense costs and attorney's fees) or damages arising out of or related to (i) the performance of this Agreement by LOS GATOS or its officers, officials, attorneys, agents, employees and volunteers, (ii) any acts or omissions by LOS GATOS or its officers, officials, attorneys, agents, employees and volunteers, or (iii) any policy, rule, regulation, order or ordinance of LOS GATOS or its officers, officials, attorneys, agents, employees and volunteers, except for any actions, causes of action, injuries, losses, liabilities, costs or damages proximately caused by the sole negligence or willful misconduct of the City of Campbell, or its officers, officials, attorneys, agents, employees and volunteers;

b. CAMPBELL shall indemnify, defend and hold LOS GATOS and its officers, officials, attorneys, agents, employees and volunteers harmless from any and all claims, actions, causes of action, injuries, losses, liabilities, costs (including reasonable defense costs and attorney's fees) or damages arising out of or related to (i) the performance of this Agreement by CAMPBELL or its officers, officials, attorneys, agents, employees and volunteers, (ii) any acts or omissions by CAMPBELL or its officers, officials, attorneys, agents, employees and volunteers, or (iii) any policy, rule, regulation, order or ordinance of CAMPBELL or its officers, officials, attorneys, agents, employees and volunteers, except for any , actions, causes of action, injuries, losses, liabilities, costs or damages proximately caused by the sole negligence or willful misconduct of LOS GATOS, or its officers, officials, attorneys, agents, employees and volunteers;

c. The provisions of this section are intended to set forth the full and complete allocation of liability to third-parties arising out of this Agreement, and the parties expressly relinquish any and all other rights of indemnity or contribution, in law, equity or otherwise, that the parties may have with respect to each other;

d. The provisions of this section shall survive the termination of this Agreement.

**Agreement Between the City of Campbell and
the Town of Los Gatos/Monte Sereno for
Joint Police Tactical Services**

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Implementation Guidelines

The Police Chiefs of both cities shall jointly promulgate written guidelines for the implementation of this Agreement. Said guidelines shall be in writing and approved by the City Attorney as to form. Such guidelines may be changed as necessary by similar agreement.

Termination of Agreement

This Agreement may be terminated by either party at any time, without cause, upon giving the other party written 30 day notice thereof. Notice of termination may be issued by the Police Chiefs of the respective agencies.

IN WITNESS WHEREOF, this Agreement is executed by CAMPBELL and LOS GATOS.

APPROVED AS TO CONTENT: CITY OF CAMPBELL, a California General
Law City and municipal corporation.

City Manager

APPROVED AS TO FORM:

ATTEST:

City Attorney

By:

City Clerk

APPROVED AS TO CONTENT: TOWN OF LOS GATOS, a California General
Law City and municipal corporation.

Town Manager

APPROVED AS TO FORM:

ATTEST:

Town Attorney

By:

Clerk Administrator