

TO: James L. App, City Manager
FROM: Lisa Solomon, Chief of Police
SUBJECT: Agreement for Participation in Regional SWAT Team
DATE: July 1, 2008

NEEDS: For the City Council to authorize the Chief of Police to sign an agreement for the City to participate in the San Luis Obispo Regional Special Weapons and Tactics Team (Regional SWAT) and related agreements as approved by the City Attorney.

FACTS:

1. In 2002 the Police Department established a Special Response Team (SRT) comprised of seven specially trained officers to provide response to and resolution of critical incidents deemed to exceed the capabilities or resources of first responders or investigative units.
2. In 2005 substantial changes regarding the composition and training recommendations of special teams in the State of California were published by the Attorney General and the Commission on Peace Officer Standards and Training.
3. The more stringent recommendations made it necessary for smaller municipal law enforcement agencies to begin partnering in order to properly staff, train and deploy these special teams within regional areas. Specific language in the published guidelines included the following:

The SWAT team, including relevant specialized units and supporting resources, should develop protocols, agreements, or working relationships to support multi-jurisdictional or regional responses. SWAT multi-agency and multi-disciplinary joint training exercises are encouraged. Specialized SWAT units and supporting resources should also participate.

- *Some agencies may choose to consolidate resources into a regional SWAT team concept.*
 - *Samples of initial suggested protocols and multi-jurisdictional agreements can be obtained through the POST clearinghouse, upon request.*
4. As the statewide emphasis on regional SWAT efforts was taking shape in the form of published guidelines, local Police Chiefs began to anticipate this new direction. Local agencies began training in 2005.
 5. Officers from the Arroyo Grande, Grover Beach, Pismo Beach and San Luis Obispo Police Departments train with our officers and respond to SWAT incidents throughout the County by way of "Assist Other Agency (AOA)" requests.
 6. Throughout 2007, the Chiefs of Police and SWAT Commanders from all of these agencies, with the addition of California Polytechnic State University San Luis Obispo

(Cal Poly), held a series of meetings and discussions to create a written Agreement and Operating Manual for a San Luis Obispo Regional SWAT Team. See Attached.

7. The Agreement has been reviewed by the attorneys for the participating agencies, who have all approved the agreement as to form.

**ANALYSIS &
CONCLUSION:**

As a result of a statewide emphasis on regional SWAT responses and the advantages local agencies have realized from training together, Police Chiefs from interested agencies expressed a desire to form a San Luis Obispo Regional SWAT Team in order to maximize effectiveness by combining personnel and resources. Throughout 2007, the Chiefs of Police and SWAT Commanders from involved agencies held a series of meetings and discussions to create a written agreement and operating manual for a San Luis Obispo Regional SWAT Team. During this time, SWAT and Crisis Negotiation Officers from these agencies were training together and learning to operate in a coordinated and highly skilled manner, including during several actual incidents.

During the process of forming the Regional SWAT team, representative agency Chiefs discussed the concept with the Sheriff's Department, which has operated a full SWAT team for many years. Officers from the Atascadero Police Department are also part of the Sheriff's Department SWAT team. It was mutually decided the Sheriff would continue to maintain their SWAT team separately from the Regional team, but that the two teams would train and operate together on a regular basis. It has been determined that two SWAT teams in the County are necessary based on the size of the County, and the protracted nature of many SWAT operations require the teams relieve each other for rest periods.

The benefits of forming a Regional SWAT team and formalizing the arrangement with an agreement include:

1. Consistent training and tactics among police agencies in close proximity to each other
2. Larger number of SWAT officers and crisis negotiators available for response
3. Development of tactical expertise within each police department, including smaller agencies that cannot sustain a full SWAT team
4. Avoids duplication of specialized equipment and supplies
5. Clarity regarding command responsibility regardless of jurisdiction
6. Articulated agreement regarding potential liabilities arising from SWAT incidents

**POLICY
REFERENCE:** None.

FISCAL

IMPACT: Expenses to support the Police Department SWAT team are included in the current budget. The formation of the Regional SWAT team will not require additional funds.

- OPTIONS:**
- a. For the City Council to authorize the Chief of Police to sign an agreement for the City to participate in the San Luis Obispo Regional Special Weapons and Tactics Team (Regional SWAT) and to sign subsequent agreements, as approved by the City Attorney provided they include only non-substantive changes.

 - b. Amend, modify, or reject the above option.

**AGREEMENT BETWEEN PARTICIPATING AGENCIES
FOR THE IMPLEMENTATION AND DEPLOYMENT OF A REGIONAL POLICE
SPECIAL WEAPONS & TACTICS TEAM (REGIONAL SWAT)**

This Agreement (“Agreement”) is dated for identification this _____ day of _____, 20____, and is made by and between the cities of Arroyo Grande, Grover Beach, Morro Bay, Paso Robles, Pismo Beach and San Luis Obispo, and the California Polytechnic State University San Luis Obispo (hereinafter referred to as “the Participating Agencies”).

The Participating Agencies named in this Agreement are in close geographic proximity within San Luis Obispo County and share similar needs for police response to highly dangerous incidents and high-risk planned tactical operations that require the attention of a specialized team specifically trained to resolve critical incidents that may exceed the capabilities of first responders or investigative units.

The Police Departments of the Participating Agencies recognize that response to such critical incidents can be enhanced and made more effective by combining police personnel with such specialized training and expertise into a San Luis Obispo Regional Special Weapons and Tactics Team (Regional SWAT team) that is available for response to any of the participating jurisdictions.

Therefore, the Cities agree to formally establish and support a Regional SWAT team in accordance to the provisions detailed in this Agreement.

In consideration of the mutual promises contained herein, it is agreed as follows:

1. Personnel and Selection

The Regional SWAT team shall consist of employees from the Police Departments of the Participating Agencies assigned as tactical officers, tactical supervisors and commanders, crisis negotiators, and support personnel. The Regional SWAT team configuration may be comprised of as many sub-teams or reserve teams as needed for a particular incident.

The Participating Agencies will assign and maintain officers and supervisors for the Regional SWAT team sufficient to provide appropriate joint coverage for critical incidents in any of the Cities.

The Police Chiefs from the Participating Agencies shall establish uniform minimum qualifications and appropriate selection processes for Regional SWAT team members, including the SWAT Commander and Tactical Commander positions.

2. Supervision and Command

All members of the Regional SWAT team assigned to any high-risk/critical incident or any training exercise shall be subject to the chain of command of the Regional SWAT team.

The Chief of Police (or designee) of the Participating Agency with jurisdiction over the location of the critical incident shall be responsible for the overall command of the incident ("Incident Commander"). The Regional SWAT Commander will serve as part of the Incident Command staff in all jurisdictions and will directly oversee the Regional SWAT Tactical Commander and the operational control of the Regional SWAT team. The Regional SWAT Commander and the Tactical Commander are responsible for the actual deployment of the SWAT Team, tactical decision making and tactical resolution of the incident, with approval of the Incident Commander.

Each Participating Agency will respond to requests for Regional SWAT team services in all participating jurisdictions as promptly and fully as practical, based on established response criteria; however the Police Chief of each Participating Agency may accept or decline the services of the Regional SWAT team or may withdraw their employees from the Regional SWAT team for any reason.

3. Governing Board

A Regional SWAT Governing Board comprised of the police chiefs of the Participating Agencies shall provide oversight of the Regional SWAT team, including but not limited to, adoption and modification of policies and operating procedures, selection of command staff, compliance with this Agreement and fiscal management. The Governing Board will meet annually or as needed.

If the Governing Board determines that a Participating Agency is not in compliance with this Agreement or the policies and procedures established for the Regional SWAT team, the Governing Board, by majority vote, may remove the Participating Agency from the Regional SWAT team and from the obligation of this Agreement.

4. Costs and Expenses

Each Participating Agency will be responsible for all personnel costs and obligations associated with the staff members it assigns to the Regional SWAT team, including costs associated with salary and benefits, overtime, training, and workers' compensation.

Each Participating Agency will be responsible for the costs of all necessary individual tactical equipment and weapon(s) issued to the Regional SWAT team members from that Participating Agency for use during Regional SWAT training and deployment.

Each participating agency will, if necessary, be responsible for costs for replacing consumable team supplies used during a Regional SWAT deployment in their jurisdiction, such as chemical agents.

5. Indemnity and Limitation of Liability.

Each Participating Agency shall consider any request and deployment of the Regional SWAT team a request for assistance by the requesting law enforcement agency.

Each Participating Agency that assigns employees to the Regional SWAT team pursuant to this Agreement or deploys personnel with the Regional SWAT team for limited or special purposes shall retain full financial responsibility for its employees, for all vehicles and other equipment owned, leased or used by its employees, and for any injury or liability claims, including workers' compensation claims, made by its employees. Each Participating Agency shall defend, indemnify and hold harmless all other Participating Agencies and their officers and employees from and against any and all liability, losses, claims or damages whatsoever, resulting from the acts or omissions of the indemnifying Participating Agency or its officers or employees related to the Regional SWAT team or from any defects in vehicles or other equipment owned or leased by the indemnifying Participating Agency and used in connection with the Regional SWAT team.

6. Implementation Guidelines.

The Police Chiefs of the Participating Agencies shall jointly promulgate this Agreement, as approved by their Agency Attorney as to form.

7. Notices

Notices and communications between the Participating Agencies shall be sufficiently given if dispatched by first-class mail, personal delivery or facsimile transmission, to the Chief of Police of the Participating Agencies.

8. Termination of Agreement.

Any Participating Agency may withdraw from this Agreement at any time, without cause, upon giving all parties written notice thereof.

IN WITNESS WHEREOF, this Agreement is executed by the following agencies:

Steven Annibali, Chief of Police
City of Arroyo Grande

James Copsey, Chief of Police
City of Grover Beach

Chief John DeRohan
City of Morro Bay

Chief Lisa Solomon
City of Paso Robles

Chief Joe Cortez
City of Pismo Beach

Chief Deborah Linden
City of San Luis Obispo

Chief William Watton
California Polytechnic State University Police Department

Participating Agencies
Regional Police Special Weapons and Tactics Team (Regional SWAT)

As of May 1, 2008

City of Arroyo Grande Police Department

City of Grover Beach Police Department

City of Morro Bay Police Department

City of Paso Robles Police Department

City of Pismo Beach Police Department

City of San Luis Obispo Police Department

California Polytechnic State University Police Department