



CITY COUNCIL STAFF REPORT

DATE: November 6, 2013 Consent Calendar

SUBJECT: APPROVAL OF A MUTUAL AID AND PUBLIC SAFETY AGREEMENT WITH THE CITIES OF CATHEDRAL CITY AND INDIO TO FORM A JOINT DESERT REGIONAL SPECIAL WEAPONS AND TACTICS AKA "DESERT SWAT" TEAM

FROM: David Ready, City Manager

BY: Police Department

SUMMARY

Palm Springs, Cathedral City, and Indio share 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.

RECOMMENDATION:

1. Approve a mutual aid and public safety agreement with the Cities of Cathedral City and Indio to formalize the creation of a Joint Desert Regional Special Weapons and Tactics AKA "Desert SWAT" Team.
2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The Police Departments of Palm Springs, Cathedral City and Indio 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 Special Weapons and Tactics Teams (SWAT). It is clearly evident that working with less personnel and tighter budgets requires a smarter approach to providing effective and responsive police services. The Palm Springs, Cathedral City, and Indio Police Departments have recognized the need to work in a collaborative effort and have formed partnerships on several regional law enforcement projects.

Over the past several years all three police departments have enjoyed a solid and cooperative working relationship and have worked extremely well together when called upon to assist for routine or critical calls for service including high risk warrant service. The formation of a regional SWAT team will create an opportunity for the sharing of

equipment, resources, personnel, and allow for joint training opportunities, and regional grant funding opportunities, thus potentially saving costs. The proposed staffing levels for the regionalized SWAT team: Palm Springs- 19 officers, Indio- 15 officers, Cathedral City- 12 officers. The regional SWAT team, or to be known as the *Desert Regional SWAT Team*, will provide each department with 46 officers to use for any occurrence requiring the use of a SWAT team.

The process to regionalize SWAT has included meetings between the Police Chiefs, SWAT commanders and team leaders, resource and equipment inventory, policy manual and training history review as well as joint training sessions. The trainings have been very successful, with all three teams possessing similar levels of training, tactics, and all displaying high standards. The consolidation of three teams into one regional team will result in staff reductions for the Palm Springs Police SWAT team under current levels to all three departments, thus lessening the impact and necessity of maintaining and deploying a large contingent of personnel to a tactical situation alone. The regionalization of all three teams will result in a large resource of personnel to all three cities not currently feasible.

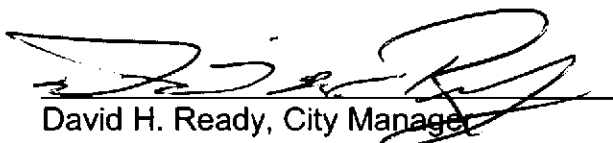
FISCAL IMPACT:

Currently Palm Springs Police SWAT has a staffing level of 26. By regionalizing we will reduce SWAT staffing from 26 to 19 officers. This reduction would equate to 70 hours saved per month in regards to SWAT training alone. This equates to a projected savings of approximately \$3,570 per month or \$42,840 annually to the police department budget.

Although difficult to quantify, there is a possibility that an increase in activations by one or more communities could cause an imbalance of work per city. It is believed this would be the exception more so than the rule. In comparing year to year call outs, all three teams work a similar number of emergency situations.



Alberto Franz III, Chief of Police



David H. Ready, City Manager

Attachments: SWAT Mutual Aid Agreement

**MUTUAL AID PUBLIC SAFETY AGREEMENT BETWEEN
THE CITIES OF PALM SPRINGS, CATHEDRAL CITY, AND INDIO FOR JOINT
POLICE SERVICES**

This MUTUAL AID PUBLIC SAFETY AGREEMENT ("Agreement") is dated this ____ day of _____, 2013, for reference purposes only, and is made by and between the CITY OF PALM SPRINGS, a California municipal corporation (hereinafter "PALM SPRINGS"), the CITY OF CATHEDRAL CITY, a California municipal corporation (hereinafter "CATHEDRAL CITY"), and the CITY OF INDIO, a California municipal corporation (hereinafter "INDIO"). PALM SPRINGS, CATHEDRAL CITY and INDIO may hereinafter be referred to individually as "Party" or collectively as "Parties."

RECITALS

A) PALM SPRINGS, CATHEDRAL CITY, and INDIO share 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 PALM SPRINGS, CATHEDRAL CITY, and INDIO 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 Special Weapons And Tactics teams, Tactical Emergency Medical Services, Crisis Negotiators, and Tactical Dispatchers.

C) The Police Chiefs from the PALM SPRINGS, CATHEDRAL CITY, and INDIO police departments have long recognized that to successfully resolve a tactical situation, a chief law enforcement administrator must have the proper tactical options at his or her disposal. A properly trained team capable of tactical and mediative options is the ideal. Even when the threat potential is low, continuous support for this type of team is important in order to maintain a high state of readiness.

D) The Police Chiefs from the PALM SPRINGS, CATHEDRAL CITY, and INDIO police departments recognize that a well managed, highly trained and highly skilled tactical response team handling a critical incident reduces the risk of injury or loss of life to constituents, police officers and suspects.

E) Each police department herein mentioned has expressed a desire to respond more swiftly to critical incidents; with enhanced local control, a more consistent response, and with a combined larger group of officers than any one of the agencies could provide alone.

F) The purpose of this document is to formalize the proposed concept of a multi-jurisdictional negotiations and tactical unit comprised of members of the PALM SPRINGS, CATHEDRAL CITY, and INDIO Police Departments. The name of this team shall be the "Desert Regional Special Weapons and Tactics Team."

G) The City Councils of PALM SPRINGS, CATHEDRAL CITY and INDIO 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, the Parties agree as follows.

1. Desert Regional SWAT.

The police departments and personnel of PALM SPRINGS, CATHEDRAL CITY and INDIO now form a special negotiations and tactical police unit, to be known as the "Desert Regional Special Weapons and Tactics Team" (Aka "Desert SWAT").

2. Support by the Parties.

The Parties agree that successful resolution of a tactical situation requires the Parties to have the proper tactical options at their disposal, and that the best tactical option available is a properly trained and equipped tactical police unit. The Parties agree that for best results, the Parties must provide continuous support even when the threat potential is low.

3. Purpose/Mission Statement.

It is the intent of the Parties to secure through the mechanisms hereby created:

- a. A more efficient utilization of police services and resources;
- b. An enhanced degree of cooperation between law enforcement agencies within the participating communities;
- c. A more timely and effective response to calls for specialized police assistance;
- d. Adequate manpower levels of highly trained law enforcement officers to resolve crisis and high-risk situations;
- e. Enhanced degree of response to demands for Special Weapons And Tactics teams to handle high-risk situations; and
- f. The fullest level of immunity from liability attainable for officers responding to calls pursuant to this Agreement.

4. Term.

This Agreement shall become operative between and among the Parties upon execution by their respective governing bodies; and shall remain in full force and effect until terminated pursuant to Section 15 of this Agreement.

5. Personnel and Supervision.

Desert Regional SWAT shall consist of a SWAT team and a Crisis Negotiations Team ("CNT"). The configuration of such may be comprised of as many sub-teams or reserve teams as needed for a particular incident.

PALM SPRINGS, CATHEDRAL CITY and INDIO shall each assign and maintain officers and supervisors for Desert Regional SWAT sufficient to provide appropriate joint coverage for critical incidents which may require a response by Desert Regional SWAT or its components.

The Police Chiefs of the Parties shall jointly agree upon written policies and procedures of Desert Regional SWAT per Section 9 of this Agreement, shall jointly establish minimum qualifications for Desert Regional SWAT members, including physical agility and tactical firearms qualifications, and shall establish an appropriate selection process for Desert Regional SWAT members. The Police Chiefs of the Parties shall also regularly review the activities of Desert Regional SWAT members, and shall evaluate and adjust the goals of Desert Regional SWAT if the need suggests such changes. The Police Chiefs of the Parties shall seek approvals for the aforementioned from the individual Parties' city councils when required by law.

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 Desert Regional SWAT, as described in Section 9 herein.

Any internal affairs investigation requested by any Party supervisor shall be referred to and performed by the Party employing the respective officer involved in the conduct to be reviewed. If such an investigation involves the activities of officers or employees from more than one Party, the Parties involved shall determine whether to pursue a joint or a separate investigation. In the event of an investigation of a Desert Regional SWAT officer involved shooting, such an investigation shall be handled in accordance with the general guidelines of the Party employing the respective officer involved in the shooting. Any administrative action resulting from such investigations shall be a matter left to the discretion of the employing Party.

6. Allocation of Costs.

Each Party shall be responsible for all personnel costs and obligations associated with the staff it assigns to Desert Regional SWAT, including, but not limited to base salary, overtime salary and fringe benefits, uniforms, ammunition, firearms, equipment, Workers' Compensation and retirement benefits.

7. Amendments.

Amendments and/or modifications to this Agreement may be proposed at any time by a participating Party. These suggestions shall be submitted to the Police Chiefs of the Parties for review, and the Police Chiefs may agree to jointly designate one Police Chief to meet and confer with the Parties' City Manager and/or City Attorney prior to the implementation of changes in the Agreement's provisions. No amendment shall be effective unless the amendment is in writing and signed by all of the Parties.

8. Activation.

This Agreement is strictly voluntary in nature and places no Party in it under any obligation to respond to a request for Desert Regional SWAT services that it is unable or unwilling to honor. All Parties should make every accommodation possible to allow Desert

Regional SWAT the opportunity to assist with a request for services.

9. Policies and Procedures.

Each officer assigned to Desert Regional SWAT shall follow the general orders on the use of deadly force, use of lethal force, operation of police vehicles and any other general operating procedures adopted by the employing Party.

The Police Chiefs of the Parties shall jointly agree to written policies and procedures conforming to the California standardized Emergency Management System requirements, including, but not limited to, oversight of Desert Regional SWAT, chain of command and control over the critical incident responses, and procedures for activation of Desert Regional SWAT in response to critical incidents ("Standard Operating Procedures"). The Police Chiefs of the Parties shall seek approvals for the Standard Operating Procedures from the individual Parties' City Councils when required by law.

The city where a critical incident is located shall assume the role of supervising agency for requesting activation of Desert Regional SWAT. The incident commander for that supervising agency shall be assigned at the Command Officer/Watch Commander level and shall direct the nature and scope of response by the appropriate elements of Desert Regional SWAT. The incident commander shall coordinate Desert Regional SWAT response with the Desert Regional SWAT Commander. The Desert Regional SWAT Commander is in command of physical operation of the response itself in terms of the movement and actions of Desert Regional SWAT members necessary to achieve the goal of the operation as set forth by the Incident Commander.

Under the joint direction of the Police Chiefs of the Parties and in accordance with the Standard Operating Procedures, the Desert Regional SWAT Commander shall direct the day-to-day activities of Desert Regional SWAT, including: supervising personnel; assigning and directing investigations; scheduling duty hours and overtime; reviewing and approving reports; maintaining liaison with the law enforcement administrators and staff of participating and other agencies; conducting in-service training and assigning personnel to training courses and coordinating training offered to personnel of participating agencies.

10. Command.

The Incident Commander for the requesting agency shall completely brief the Desert Regional SWAT Commander or his or her designee upon their arrival at the scene of all known details/circumstances associated with the incident. Once the situation has been explained and the mission assigned, the execution of that assignment shall be determined by the Desert Regional SWAT Commander or his or her designee. When an operational plan is developed, the Incident Commander for the requesting agency shall be completely briefed, when possible, by the Desert Regional SWAT Commander prior to the actual execution of it.

The Incident Commander for the requesting agency should keep in mind that the operational plan proposed is based on education, training and experience of Desert Regional SWAT personnel who have the best understanding of their exact capabilities.

11. Desert Regional SWAT Activation.

For deployment to an unplanned/critical incident or a preplanned event (high risk arrest/search warrant) each Party shall follow the mutually agreed upon Standard Operating Procedure governing mobilization of Desert Regional SWAT.

12. Scope of response.

The scope of the response shall be determined by the specific circumstances surrounding the request. Every effort will be made to respond as soon as possible with all due care and caution. Among the types of critical incidents to which Desert Regional SWAT will respond are:

- a. High-risk warrant service response shall include the Desert Regional SWAT Commander, team supervisor, team leader(s) and team members sufficient to safely execute the search warrant.
- b. Protective details - executive/witness/show/money/evidence.
- c. High-risk surveillance - fixed or mobile.
- d. Undercover officer back up on high-risk operations.
- e. Barricaded suspect operations.
- f. Suicide-by-cop situations.
- g. Barricaded suspect with hostages operations.
- h. Anti-sniper operations.
- i. High-risk search/warrant raids and arrests.
- j. High-risk kidnap/extortion operations.
- k. Emergency rescue (injured officer, citizen, etc.
- l. Mobile operations.
- m. High-risk vehicle stops.
- n. Crowd control.
- o. Mass arrest.
- p. Any other critical incident as determined appropriate by the Desert Regional SWAT Commander where the ordinary patrol and departmental resources of the handling agency have been exhausted and the incident is beyond the control of the agency.

13. Indemnification.

Each Party shall be responsible for the conduct, acts and omissions of each of its own officers and personnel assigned to SWAT or involved in any Desert Regional SWAT operation. Pursuant to California Government Code section 895 *et seq.*, each Party agrees to indemnify, defend and hold harmless the other Parties and their elected officials, officers, agents and employees with respect to any and all demands, claims or liabilities of any nature, including death or injury to any person, property damage or loss caused to the extent that such liability is caused by the acts, omissions, negligence or willful misconduct of any officer or official of the other Party in the performance of activities of Desert Regional SWAT.

14. Implementation Guidelines.

The Police Chiefs of the Parties shall jointly promulgate written guidelines for the implementation of this Agreement. Such guidelines shall be in writing and approved by the City Attorney of each Party as to form, and the city councils of each Party if required by law. Such guidelines may be changed as necessary by similar agreement.

15. Termination of Agreement.

This Agreement may be terminated by any Party to it at any time, without cause, upon giving the other Parties written notice thereof at least thirty (30) days in advance of the effective termination date. Such notice shall terminate the Agreement on behalf of the terminating Party only, and shall not terminate the Agreement as between the other Parties. It is specifically understood and agreed by and among the Parties that termination by any one or more of the Parties does not terminate this Agreement as to the remaining Parties, nor otherwise require its redrafting or re-execution.

16. Third Party Rights.

The Parties agree that the provisions of this Agreement are not intended to create or clarify any rights in third parties not a party to this Agreement. In addition, no third party shall have any right of action hereunder. This Agreement shall not be enforceable by any parties other than PALM SPRINGS, CATHEDRAL CITY and INDIO.

17. Not a Separate Legal Entity.

This Agreement is not intended to create a separate legal entity.

18. Privileges and Immunities.

All privileges and immunities of PALM SPRINGS, CATHEDRAL CITY and INDIO provided by state or federal law shall remain in full force and effect.

19. Entire Agreement.

This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

20. Governing Law.

This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

21. Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by either Party without the prior written consent of the other.

22. Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original.

23. Severability.

In the event that any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision or portion shall be severable from this Agreement. Such invalidity, illegality or unenforceability shall not be construed to have any effect on the validity, legality or enforceability of the remaining provisions or portions of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, this MUTUAL AID PUBLIC SAFETY AGREEMENT is executed by PALM SPRINGS, CATHEDRAL CITY, and INDIO.

Palm Springs Police Department

Palm Springs City Manager

Chief Al Franz Date

David H. Ready, Esq., Ph.D. Date

APPROVED AS TO FORM:

Douglas C. Holland, City Attorney

Cathedral City Police Department

Cathedral City, Interim City Manager

Chief Kevin Conner Date

Rod Wood Date

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney

Indio Police Department

Indio City Manager

Chief Richard Twiss Date

Dan Martinez Date

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney