



THE CITY OF
NOVATO
CALIFORNIA

922 Machin Avenue
Novato, CA 94945
415/ 899-8900
FAX 415/ 899-8213
www.novato.org

STAFF REPORT

DATE: November 28, 2017

TO: City Council

FROM: Adam McGill, Chief of Police

PRESENTER: Jim Correa, Captain

SUBJECT: **MERGING OF CITY OF NOVATO AND CITY OF SAN RAFAEL
POLICE CRISIS RESPONSE UNITS**

RECOMMENDATION

Consider adopting a resolution to merge the Novato Police Department Crisis Response Unit (CRU) with the San Rafael Police Department Crisis Response Unit and authorizing the City Manager to sign the MOU with the City of San Rafael to merge the two units; the name of the new unit will be the San Rafael Novato Regional Crisis Response Unit.

DISCUSSION

It is recognized that the presence of a highly trained and skilled police Crisis Response Unit has been shown to aid in the peaceful resolution of critical incidents and reduce the risk of injury or loss of life to members of the community, police officers, and suspects. These units have been established to provide support to critical field operations where specialized tactics and negotiation skills exceed the capability of patrol officers, usually involving violent individuals trying to avoid apprehension. The ability to deploy highly trained individuals with specialized resources will significantly increase the probability of a safe and peaceful resolution to these critical incidents.

The Novato Police Department Crisis Response Unit (CRU) is comprised of the Special Response Team (SRT, commonly referred to as Special Weapons and Tactics- SWAT) and Crisis Negotiations Team (CNT). The San Rafael Police Department CRU is similar in composition to that of the NPD. The assignment to SRT or CNT is not the primary role of the officers on the team, but an ancillary duty when needed. Officers selected to the SWAT team after an exhaustive selection process must commit to maintaining their physical fitness and tactical skills. SWAT officers complete an initial 80-hour course and train on a monthly basis. Officers assigned to the CNT complete a 40-hour course and train quarterly to maintain and develop their crisis negotiation skill. During training, the units practice the response to a variety of different scenarios and focus on the peaceful resolution of critical incidents by honing their weapons skills, and employing negotiation and de-escalation tactics.

The Novato Police Department CRU is managed by a lieutenant who serves as the Team Commander. Sergeants handle the day-to-day operations, which includes coordinating training and maintaining equipment. During a deployment, the Team Commander reports to the Incident Commander. A command level representative from the Novato Police Department would serve as the Incident Commander for any deployment of the Crisis Response Unit in the City of Novato under the proposed merger.

Novato's SRT Unit is authorized for thirteen team members and is currently staffed with eight. CNT is authorized for seven members and is currently staffed with six. The vacant positions have not been filled in anticipation of the potential merger with the San Rafael Police Department. Eight SRT members is not sufficient to safely and effectively respond to a critical incident.

After research of other similar sized teams that have merged and extensive discussions between the two respective organizations, it is clear that a regional San Rafael Novato Regional Crisis Response Unit would greatly increase the efficiency and effectiveness of both organizations. The regional team would be comprised of 10 SWAT team members and five CNT team members from each agency. Having the ability to reduce the commitment of Novato Police Department officers on the teams by five would result in the potential for cost savings and reduce the impact on patrol operations during training and deployments. Each team has subject matter experts in specific disciplines such as negotiations, marksmanship, chemical agents, sniper, and the deployment of less than lethal weapons. The combined team would allow both agencies to exploit these skills and expertise without the need to send team members to additional training. Additional training is costly and often difficult to schedule due to limited availability of classes, staffing limitations and the impact it causes on the patrol operations. A 20-person team would be well prepared to safely respond to critical incidents in either jurisdictions with less reliance on other teams in the county.

It is incumbent on public safety agencies to constantly re-evaluate and ensure we are providing the most effective service to the community in a cost-effective manner. Regionalization of resources is often talked about, but not often implemented. The merger of the two CRU teams is an opportunity to demonstrate the benefits of combining resources and further strengthening the relationship between the two agencies. Although events occurring in Novato or San Rafael requiring the use of Crisis Response Unit are low in frequency, it is imperative that the team be well prepared and have sufficient staffing and expertise to safely perform under high risk situations.

The memorandum of understanding, herein referred to as MOU, between the City of San Rafael and the City of Novato outlines each city's contribution to the unit. Furthermore, the MOU specifies topics such as command and control, training, call-out criteria, financing, training, purchases, salary, and liabilities.

CITY STRATEGIC PLAN OBJECTIVES:

A City that Works: Ensure a fiscally and organizationally sustainable city organization.

Living Well, Together: Maintain and enhance public safety; Continue aggressive emergency preparedness in all areas of the community.

FISCAL IMPACT:

Adopting this resolution provides the opportunity to reduce training related overtime as well as equipment costs. Training costs include initial training, monthly/quarterly training, specialized training for established team members, and equipment. Each city will be responsible for managing

costs associated with training and equipment. It is believed that reducing the current number of authorized personnel on CRU, from a total of 21 to 15, would produce cost savings. Although cost savings is difficult to quantify, we estimate annual potential overtime savings to be between \$21,600 to \$40,000.

Each city will be responsible for managing their accounts in which purchases, training and associated costs are budgeted for annually. Should a larger purchase need to be made, the respective agency will be responsible for identifying a source for funding.

RECOMMENDATION

Adopt the resolution to merge the Novato Police Department Crisis Response Unit (CRU) with the San Rafael Police Department Crisis Response Unit and authorize the City Manager to sign the MOU with the City of San Rafael to merge the two teams.

ALTERNATIVE

1. Do not adopt resolution to merge the two units.

ATTACHMENTS

1. Resolution
2. Memorandum of Understanding

CITY COUNCIL OF THE CITY OF NOVATO

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NOVATO AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN RAFAEL POLICE DEPARTMENT AND THE CITY OF NOVATO POLICE DEPARTMENT TO CREATE A JOINT SPECIAL WEAPONS AND TACTICS (SWAT) TEAM AND A JOINT CRISIS NEGOTIATION TEAM (CNT) AND TO AUTHORIZE STAFF TO EXECUTE FUTURE AMENDMENTS AND AGREEMENTS

WHEREAS, the City of Novato and the City of San Rafael share common demands for Police responses to high-risk/critical incidents which require the specialized attention of a team specifically trained in highly volatile circumstances and incidents; and

WHEREAS, the Police Departments of the City of Novato and City of San Rafael 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 purposes; and

WHEREAS, the Police Departments of the City of Novato and City of San Rafael now desire to formally establish roles and responsibilities for shared special weapons and tactics and crisis negotiation services by memorializing an agreement articulating such roles and responsibilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Novato hereby authorizes the City Manager to execute an agreement and any future amendments necessary during this agreement for the development of the San Rafael Novato Regional Crisis Response Unit.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the City Council of the City of Novato, Marin County, California, at a meeting thereof, held on the 28th day of November, 2017, by the following vote, to wit:

- AYES: Councilmembers
- NOES: Councilmembers
- ABSTAIN: Councilmembers
- ABSENT: Councilmembers

City Clerk of the City of Novato

City Attorney of the City of Novato

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SAN RAFAEL AND THE CITY OF NOVATO
FOR JOINT SPECIAL WEAPONS AND TACTICS (SWAT) TEAM
AND JOINT CRISIS NEGOTIATION TEAM (CNT) SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into this _____ day of _____, 20__, by and between the CITY OF SAN RAFAEL, a California charter city, and the CITY OF NOVATO, a California general law city.

RECITALS

A. The City of San Rafael and the City of Novato share common demands for Police responses to high-risk/critical incidents which require the specialized attention of a team specifically trained in highly volatile circumstances and incidents.

B. The Police Departments of the City of San Rafael and the City of Novato 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 purposes.

C. The Police Departments of the City of San Rafael and the City of Novato now desire to formally establish roles and responsibilities for shared special weapons and tactics and crisis negotiation services by memorializing an agreement articulating such roles and responsibilities.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

I. PURPOSE AND INTENT

The City of San Rafael and the City of Novato (hereinafter sometimes referred to collectively as the "Parties," or each individually as a "Party") recognize that the presence of a highly trained and skilled police operations unit has been shown to aid in the peaceful ending to critical incidents and to reduce the risk of injury or loss of life to citizens, police officers, and suspects. It is also recognized that a well-managed "team" response to critical incidents usually results in successful resolution of those events. To this end, it is the desire of the City of San Rafael and City of Novato Police Departments and the intent of the Parties to join forces and pool resources to provide an integrated operations unit consisting of a Special Weapons and Tactics ("SWAT") team and a Crisis Negotiation Team ("CNT") hereinafter referred to as the San Rafael-Novato Regional CRU (hereinafter the "CRU".) The CRU will serve both communities to resolve

critical incidents which may arise. The CRU may also from time to time be called upon as a resource to incidents outside the participating jurisdictions.

II. PARTICIPATION

This MOU is voluntary in nature and places neither Party under any obligation to respond to a request for tactical unit services that it is unable to fulfill due to lack of staffing, lack of resources, or other circumstances. However, the Parties will make reasonable efforts to accommodate all requests for service as well as to attend all scheduled SWAT Team training sessions and CNT training sessions. Personnel appointed to the SWAT Team shall attend a basic SWAT Team training course as soon as practicable, but not more than one year from the date of appointment to the SWAT Team. Personnel appointed to the CNT shall attend a basic crisis negotiation training course as soon as practicable, but not more than one year from the date of appointment to the CNT.

III. SWAT TEAM POSITIONS

Each Party agrees to commit sworn staff to the SWAT Team. The goal of this MOU is for the Parties each to assign 10 (ten) officers to the SWAT Team, including a Team Leader and Assistant Team Leader from each Party.

The following leadership positions (hereinafter "Leadership Positions") shall constitute the SWAT Team chain of command:

- a) 2 CRU Commanders holding the rank of captain;
- b) 2 Tactical Commanders holding the rank of lieutenant or above;
- c) 2 Team Leaders; and
- d) 2 Assistant Team Leaders.

The Tactical Commanders or SWAT Team Leaders shall conduct monthly SWAT training. All tactical officers must maintain minimum levels of physical fitness and satisfactorily complete semi-annual fitness testing in accordance with established SWAT standards.

IV. CRISIS NEGOTIATION TEAM POSITIONS

Each Party agrees to commit staff to the CNT. The goal of this MOU is for the Parties each to assign 5 (five) employees to the CNT, including a Team Leader and Assistant Team Leader from each Party.

The following leadership positions (hereinafter "Leadership Positions") shall constitute the CNT chain of command:

- a) 2 CRU Commanders holding the rank of captain;

- b) 2 CNT Commanders holding the rank of lieutenant or above;
- c) 2 Team Leaders; and
- d) 2 Assistant Team Leaders.

The CNT Commanders or CNT Team Leaders shall conduct quarterly CNT training.

V. CALL OUT CRITERIA

The CRU will respond to critical incidents at the request of the Incident Commander, as defined in Section VII. Incident Commanders from both San Rafael and Novato will have the authority to call out the CRU. The CRU Commander or Tactical Commander must authorize any deployment of the SWAT Team and/or CNT for planned events unless the situation requires a prompt response without sufficient time to obtain prior authorization. Local watch commanders may activate any team for unplanned events or critical incidents. Critical incidents may include, but are not limited to, the following:

- a. Hostage Situations: The holding of any person(s) against their will by an armed or potentially armed suspect;
- b. Barricaded Subjects: The stand-off created by an armed or potentially armed suspect in any location, whether fortified or not, who is refusing to comply with police demands to surrender;
- c. Sniper Situations: The firing upon citizens and/or police by an armed suspect, whether stationary or mobile;
- d. High-Risk Apprehension: The arrest or apprehension of armed or potentially armed suspects where the likelihood of armed resistance is high;
- e. High-Risk Warrant service: The service of search or arrest warrants where there is a high potential of encountering armed persons; and
- f. Special Assignments: Any assignment approved by the Tactical Commander, at the request of a law enforcement agency, based upon a high threat level or tactical requirement.

The SWAT and CNT's will provide the Parties' Police Department supervisors with a standardized, "Deployment Matrix" to assist them in determining if a SWAT and/or CNT call-out is appropriate.

VI. CALL OUT PROCEDURE

The Watch Commander/Incident Commander for the activating Party will evaluate the situation to determine if the incident necessitates a SWAT and/or CNT call-

out. If a SWAT and/or CNT call-out response is appropriate and necessary, the Communications Center for the activating Party will be notified. The activating Party's Communications Center will initiate a call-out page to both Parties' SWAT and/or CNT teams, and will also notify the Communication Center of the other Party's police department.

The San Rafael and Novato Police Departments' Communication Centers will initiate a SWAT and/or CNT call-out page consistent with current operational procedures.

VII. COMMAND AND CONTROL

All members of the CRU assigned to any high-risk/critical incident or any training exercise shall be subject to the chain of command of the Tactical Commanders and the CNT Commanders.

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

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

VIII. COSTS AND EXPENSES

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

Each Party will be responsible for the costs of all necessary individual tactical equipment and weapon(s) issued to its SWAT Team members by that Party for use during SWAT Team training and deployment.

Each Party will, if necessary, be responsible for costs for replacing consumable CRU team supplies used during a CRU deployment in their jurisdiction. Each Party will be furnishing equipment, vehicles, and other personal property that is owned by that Party to the CRU for the purposes of enabling the CRU to perform the terms of this Agreement. Each Party shall continue to hold an ownership interest in the equipment, vehicles, and other personal property furnished by it to members of the CRU during any and all times that such equipment, vehicles and property are within the possession of

the other Party and shall remain financially responsible for all equipment, vehicles, and property furnished to the CRU that is owned by that Party. Parties may only transfer ownership of, or jointly acquire property for the use of the CRU if a written agreement is entered into between the Parties.

IX. TRAINING

The Parties agree that a regular training program will be developed and maintained to ensure the operational efficiency and tactical effectiveness of the SWAT Team and the CNT. Given the nature of the missions associated with this assignment, the training protocol shall serve to develop and maintain SWAT Team and CNT member skills. The SWAT Team will train in the use of specialized weapons and equipment, and the maintenance of effective team tactics and communication skills among members. A safety officer from each Party will attend every training.

The Tactical Commanders and CNT Commanders will establish a regular training schedule commensurate with POST guidelines for the level of team to be maintained. It is also recognized that attending periodic conferences and competition events in conjunction with annual training is necessary to maintain an effective and cohesive CRU.

X. REPORTS

It is understood and agreed that the Party having jurisdiction over the location of the tactical response incident shall complete any necessary criminal, investigative, and/or reporting documents required as a consequence of the incident.

XI. PERSONNEL COMPLAINT PROCEDURE

In the event a complaint of improper conduct is lodged against a member of the CRU, the Party employing said member will be responsible for investigating such complaint with the cooperation of all members of the CRU. In the event that a complaint concerns officers from multiple jurisdictions, both Parties agree to cooperate in the administrative investigation.

XII. INDEMNITY AND LIMITATION OF LIABILITY

a. In assigning personnel to the CRU, or while performing under this MOU, or while participating in CRU training, each Party shall consider any such assignment, deployment, or training an act of "mutual aid" in assistance of a law enforcement agency pursuant to and subject to the protections and immunities of California Government Code sections 55632 and 55634.

b. The Party whose Police Department requests CRU assistance shall indemnify, hold harmless, and defend all other agencies and public entities that are signatories to this MOU from any claims or liabilities that may arise out of the implementation of a tactical plan as described herein if (1) the request for CRU

response was authorized by the requesting Police Department's Incident Commander or his or her designee, and (2) the CRU Commander approved the response by the CRU, and (3) a tactical plan was communicated to the requesting Police Department Incident Commander or his or her designee by the CRU Commander, and (4) the requesting Police Department Incident Commander or his or her designee approved the tactical plan, and (5) the conduct of the CRU was in compliance with the approved tactical plan.

c. In any and all other circumstances apart from the implementation of the CRU tactical plan as set forth in Paragraph XII(b) above, each Party shall be responsible for the acts, errors, or omissions of its own assigned officers, agents, or employees and shall incur any liabilities arising out of the services and activities of those officers, agents, or employees while participating in the CRU.

d. Except as set forth in Paragraph XII(b) above, each Party shall hold harmless, defend, and indemnify the other Party, its officers, agents, and employees from and against any liabilities, claims, actions, costs, damages or losses of any kind, including, but not limited to, death or injury to any person, and/or damage to property, arising out of the acts, errors, or omissions of the first Party's officers, agents, and employees under this MOU.

e. Except as set forth in Paragraph XII(b) above, no Party shall be responsible for the acts, errors, or omissions of another Party's officers, agents, or employees, nor incur any liabilities arising out of the services and activities of another Party's officers, agents, or employees.

f. Nothing in this MOU shall be read as waiving or limiting any defense to claims of liability otherwise available to law enforcement officers, fire personnel, and/or public employees, such as the defense of qualified immunity. Nothing in this MOU shall be read as intending to create or creating a higher duty of care on the part of any Party or its officers than would otherwise exist under existing law and the involved Party's own policies, practices, and procedures.

g. Personnel assigned to perform services for the CRU shall be deemed to be continuing under the employment of their respective employers, and shall continue to have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon them as peace officers or fire personnel or other employees in their own jurisdictions.

XIII. NOTICES

Notices and communications between the Parties shall be sufficiently given if dispatched by first-class mail, personal delivery or facsimile transmission, to the other Party's Chief of Police at the addresses below:

CITY OF SAN RAFAEL

Diana Bishop, Chief of Police
1400 Fifth Avenue
San Rafael, CA 94901
Fax: (415) 485-3043

CITY OF NOVATO

Adam McGill, Chief of Police
909 Machin Avenue
Novato, CA 94945
Fax: (415) 898-5344

XIV. TERMINATION

Any Party may withdraw from this MOU, without cause, upon giving the other Party at least thirty (30) days written notice thereof.

XV. THIRD PARTIES

This MOU shall not be construed as, or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder for any cause whatsoever.

IN WITNESS WHEREOF, the parties have executed this MOU as of the day, month and year first above written.

CITY OF SAN RAFAEL

CITY OF NOVATO

By: _____
JIM SCHUTZ, City Manager

By: _____
REGAN M. CANDELARIO, City Manager

ATTEST:

ATTEST:

ESTHER C. BEIRNE, City Clerk

TERRIE GILLEN, City Clerk

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

JEFFREY A. WALTER, City Attorney