

**AGREEMENT BETWEEN THE
CITIES OF LOS ALTOS AND MOUNTAIN VIEW FOR
JOINT POLICE SERVICES**

This contract is dated for identification this _____ day of May 2016, and is made by and between the CITY OF MOUNTAIN VIEW, a California Charter City and municipal corporation, whose address is P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "MOUNTAIN VIEW"), and the CITY OF LOS ALTOS, whose address is 1 North San Antonio Road, Los Altos, California, 94022 (hereinafter "LOS ALTOS").

RECITALS

A. MOUNTAIN VIEW and LOS ALTOS 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 MOUNTAIN VIEW and LOS ALTOS 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 critical incidents and special weapons and tactics purposes.

C. The City Councils of MOUNTAIN VIEW and LOS ALTOS now desire to reaffirm the framework for this cooperative effort and the legal relationships for this 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 Team shall consist of a Special Weapons and Tactics ("SWAT") team. The Regional Team configuration may be comprised of as many subteams or reserve teams as needed for a particular incident.

MOUNTAIN VIEW and LOS ALTOS will both assign and maintain officers and supervisors for the SWAT team 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 MOUNTAIN VIEW and LOS ALTOS 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.

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 and fringe benefits, Workers' Compensation, retirement, etc.

2. **Policies and Procedures.**

Each officer assigned to the program will 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 parties for operation of the Regional Team.

The Police Chiefs of MOUNTAIN VIEW and LOS ALTOS shall establish procedures for the operation of the Regional Team conforming to the California standardized Emergency Management System 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 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 assigned at the command officer (Lieutenant or higher rank) level and shall direct the nature and scope of response by the appropriate elements of the Regional Team.

The Police Chief (or delegate) of each city may decline to respond to a request for 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 be considered to be special employees of the other party.

MOUNTAIN VIEW and LOS ALTOS agree to release each other and hold each other harmless, as well as their officers and employees, for any loss or liability arising from the activities of the Regional Team pursuant to this Agreement. Except as otherwise provided herein, each party agrees to indemnify, defend, and hold harmless the other parties, their officers, agents, and employees from any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage, or other loss caused by or arising out of the performance or failure to perform the obligations assumed under this Agreement.

4. **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.

5. **Termination of Agreement.**

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

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IN WITNESS WHEREOF, this Agreement is executed by MOUNTAIN VIEW and LOS ALTOS.

“MOUNTAIN VIEW”:
CITY OF MOUNTAIN VIEW,
a California charter city and municipal
corporation

“LOS ALTOS”:
CITY OF LOS ALTOS

By: _____
City Manager

By: _____
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

By: _____
Police Chief

By: _____
Police Chief

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

KB/7/ATY
015-05-03-16AG-E