



DEL REY OAKS POLICE DEPARTMENT

650 CANYON DEL REY ROAD - DEL REY OAKS, CA 93940
PHONE: (831)-394-9333 FAX: (831)-394-1596



MEETING AGENDA OF THE CITY OF DEL REY OAKS PUBLIC SAFETY COMMITTEE THURSDAY, MARCH 21ST, 2024, AT 6:00 P.M.

*Notice is hereby given that the Police Advisory Committee of the City of Del Rey Oaks has called and will convene a regular meeting of the Committee at the time and location stated on this agenda. The public may **participate** in-person in the Council Chamber.*

1. **ROLL CALL**
2. **PUBLIC COMMENTS:** General Public Comment must deal with matters subject to the jurisdiction of the City and the Committee that are not on the Agenda. Anyone wishing to address the Committee on matters not appearing on the Agenda may do so now. The public may comment on any other matter listed on the Agenda at the time the matter is being considered. *There will be a time limit of not more than three minutes for each speaker. No action will be taken on matters brought up under this item and all comments will be referred to staff.*
3. **OLD BUSINESS:**
4. **NEW BUSINESS:**
 - I. AB 481 / Policy 707 Military Equipment - **Chief Bourquin**
 - II. Monterey Peninsula Regional Special Response Unit MOU - **Chief Bourquin**
 - III. Active Bystandership in Law Enforcement (ABLE) Update - **Chief Bourquin**
5. **ADJOURNMENT**

Information distributed to the PSC at the meeting becomes part of the public record. A copy of written material, pictures, etc. must be provided to the secretary for this purpose. All enclosures and materials regarding these agenda items are available for public review at the Del Rey Oaks City Hall, 650 Canyon Del Rey Road, Del Rey Oaks.

Del Rey Oaks Police Department
650 Canyon Del Rey Blvd – Del Rey Oaks, California 93950 (831) 375 - 8525
Serving the City of Del Rey Oaks and the Monterey Regional Airport
Chris Bourquin – Chief of Police



Staff Report

DATE: April 25th, 2024

TO: Honorable Mayor and Members of City Council

FROM: Chris Bourquin, Chief of Police

SUBJECT: Consider the adoption of the modified Military Equipment Use Policy consistent with the requirements of AB 481. Required annual reporting required by AB 481.

CEQA: This action does not constitute a “project” as defined by the California Environmental Quality Act (CEQA) guidelines section 15378 as it is an administrative activity of the City that will not result in direct or indirect physical changes in the environment.

Recommendation

Council adopt the modified Military Equipment Use Policy consistent with the requirements of AB 481

Background

On September 30th, 2021, California Assembly Bill 481 (AB 481) was signed into law. Subsequently, California Government Code Sections 7070-7075 were adopted to codify the requirements set forth in AB 481. The law has several requirements, which are listed below.

- Approval of this policy or any subsequent amendments requires adoption by ordinance at an open session of a regular meeting providing for public comment. (Government Code § 7071.)
- Within one year of approval of the military equipment policy, and annually thereafter, the Chief of Police or the authorized designee will submit a military equipment report for each type of military equipment for as long as the military equipment is available for use. (Government Code § 7072.)
- Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community

engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Summary & Discussion

Several changes were made to the City's Military Equipment list. A new Section 3 was added, which lists lethal ammunition (.223 cal.). Although not required by AB 481, Section 3 was added for greater transparency.

As mentioned in last year's report to the Council, ten noise-flash diversionary devices and twelve munitions containing tear gas or oleoresin capsicum (OC) purchased by the Monterey Airport Police Department prior to its merger with the City were left off of the list of qualifying equipment as they were expired and not for operational use. On September 27th, 2023, the munitions were transferred to the Monterey Peninsula Regional Special Response Unit ("MPRSRU") to be used for training.

A well-publicized and conveniently located public meeting was held on March 21st, 2024 at the Del Rey Oaks City Hall where members of the public and the Police Safety Committee were briefed regarding funding, acquisition, or use of military equipment by our Department. Military Equipment used in Del Rey Oaks during the last operational year is as follows:

- Between operational period April 25th, 2023 and April 25th, 2024, the Del Rey Oaks Police Department has not used any military equipment outlined in AB 481 / Del Rey Oaks Police Department Policy 706 within the City of Del Rey Oaks.
- Between operational period April 25th, 2023 and April 25th, 2024, MPRSRU has not deployed within the City of Del Rey Oaks.
- Between operational period April 25th, 2023 and April 25th, 2024, the Del Rey Oaks Police Department has not purchased any military equipment outlined in AB 481 / Del Rey Oaks Police Department Policy 706.

Fiscal Impacts

The ongoing funding cost associated with our equipment listed in Section 1 of our Military Equipment List is \$4,320. Most of the associated costs are from ammunition. It should be noted that neither the Aero Precision Rifles nor the ammunition used in training are required to be listed by SB 481. We list these items for greater transparency.

The ongoing funding of the LMT Defense 40mm Launchers and Kinetic Energy Munitions is expected to be \$400 per year. No munitions were purchased between operational period April 25th, 2023 and April 25th, 2024.

ATTACHMENTS:

Del Rey Oaks Police Department Policy 706 (Revised) Military Equipment list Sections 1 (Revised), 2 (Revised) and 3 (New)

Respectfully Submitted,

Chris Bourquin
Chief of Police

ORDINANCE NO.

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
DEL REY OAKS AMENDING DEL REY OAKS POLICE DEPARTMENT
POLICY 706 “MILITARY EQUIPMENT USE”**

RECITALS

1. AB 481, the Law Enforcement and State Agencies Military Equipment Funding, Acquisition, and Use Act (the “Act”), effective January 1, 2022, is intended to increase transparency, accountability, and oversight surrounding the acquisition and use of military equipment by state and local law enforcement; and

2. AB 481 requires law enforcement agencies seeking to continue the use of any military equipment to obtain approval from their governing bodies before purchasing, raising funds for, or acquiring military equipment, by any means, including surplus military equipment from the federal government.

3. Law enforcement agencies are also required to seek governing body approval before collaborating with another law enforcement agency in the deployment or use of military equipment within the governing body's territorial jurisdiction or before using any new military equipment for a purpose, in any manner, or by a person not previously approved by the governing body; and

4. The redlines on the attached Del Rey Oaks Police Department Policy 706 “MILITARY EQUIPMENT USE” are made to conform with the requirements of AB 481.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF DEL REY
OAKS DOES ORDAIN AS FOLLOWS:**

SECTION 1. RECITALS. The foregoing Recitals are adopted as findings of the City Council as though set forth in fully within the body of this ordinance.

SECTION 2. AFFIRMATION AND ADOPTION. The Council hereby adopts Del Rey Oaks Police Department Policy 706 “MILITARY EQUIPMENT USE,” as amended and as attached hereto.

SECTION 3. CEQA. The activities described in this Ordinance are not a “project” as defined by California Environmental Quality Act because they are an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

SECTION 4. SEVERABILITY. If any provision, section, paragraph, sentence,

clause, or phrase of this ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses, or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE. This Ordinance will become effective immediately as an urgency ordinance upon approval by the City Council consistent with Government Code Section 36937 (b) and substantiated by the declaration contained with Section 3.

INTRODUCED, APPROVED, AND ADOPTED by the City Council of the City of Del Rey Oaks, California, at its regular meeting held on the 25th day of, April, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Scott Donaldson, Mayor _____

ATTEST:

John Guertin, City Clerk

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

The Del Rey Oaks Police Department (DROPD) does not possess any qualifying tactical equipment that it has obtained from the military, nor does it possess any equipment that was designed for military use. Regardless, California Government Code § 7071(b) requires that law enforcement agencies submit a proposed Military Equipment Use Policy to their governing board for approval. California Government Code § 7070 provides a list of equipment types that are considered to be "military equipment" for purposes of this policy requirement, and this Military Equipment Use Policy includes information for any such equipment types that are possessed by the Del Rey Oaks Police Department, or reasonably likely to be deployed in Del Rey Oaks by other law enforcement partners.

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.

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- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.
- Notwithstanding paragraphs (1) through (15), "Military Equipment" does not include general equipment not designated as prohibited or controlled by the Federal Defense Logistics Agency.

706.2 POLICY

It is the policy of the Del Rey Oaks Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment. Use of military equipment should safeguard public welfare, safety, civil rights, and civil liberties.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. In our case, that would be the Operations Division Commander. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Del Rey Oaks Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

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1. A complaint, concern or question related to Military Equipment utilization by the Del Rey Oaks Police Department can be made:
 - (a) Via email to cbourquin@delreyoaks.org
 - (b) Via phone call to: 831.394.9333 and request to speak with the Operations Commander
 - (c) Via US Mail sent to: Del Rey Oaks Police Department; Attn: Military Equipment Use Coordinator; 650 Canyon Del Rey Blvd, Del Rey Oaks, CA 93940

706.4 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. This policy and any subsequent amendments will be available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue. No later than May 1, 2022 this policy will be submitted to the City Council for approval and will remain in effect only if it is approved within 180 days of submission. Approval of this policy or any subsequent amendments requires adoption by ordinance at an open session of a regular meeting providing for public comment. The department will cease use of any military equipment if its use, or the policy for its use, is not approved. An approved military use equipment policy is required prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.5 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by other jurisdictions that are providing aid to the Del Rey Oaks Police Department (DROPD) shall comply with their respective military equipment use policies in

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rendering aid. The Del Rey Oaks Police Department is working towards becoming a participating member of the Monterey Peninsula Regional Special Response Unit (MPRSRU) in collaboration with the other law enforcement agencies on the Monterey Peninsula. The MPRSRU provides capabilities to address specific law enforcement issues, such as active shooter incidents, hostage situations, barricaded subject incidents, etc. The DROPD also collaborates and works with the Monterey County Sheriff's Department and other local, state and federal law enforcement agencies that may be needed to aid the DROPD.

706.6 ANNUAL REPORT

Within one year of approval of the military equipment policy, and annually thereafter, the Chief of Police or the authorized designee will submit a military equipment report for each type of military equipment for as long as the military equipment is available for use (Government Code § 7072). The annual military equipment report will be made publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.7 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

706.8 MILITARY EQUIPMENT INVENTORY

- Section One - lists qualifying equipment that is owned and/or utilized by the Del Rey Oaks Police Department. See attachment: **DROPD 706 Sec 1 DROPD Equip Owned Oper.pdf**
- Section Two - lists qualifying equipment that the Del Rey Oaks Police Department will be seeking to purchase. See attachment: **DROPD 706 Sec 2 DROPD Proposed Equip Procurement.pdf**
- Section Three - Lists lethal ammunition that the Del Rey Oaks Police Department will be seeking to purchase. See attachment: **DROPD 706 Sec 3 DROPD Proposed Ammo Procurement.pdf**

SECTION ONE



QUALIFYING EQUIPMENT OWNED/UTILIZED

OAKS POLICE DEPARTMENT

QUALIFYING EQUIPMENT OWNED/UTILIZED

SECTION ONE - QUALIFYING EQUIPMENT OWNED/UTILIZED BY THE DEL REY OAKS POLICE DEPARTMENT	
AB 481 Category Govt Code §7070(c):	(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Aero Precision X-15, Multi-Cal (.223 / 5.56 mm), adjustable stock
Quantity (existing/sought):	Sixteen (16)
Capabilities:	A rifle that fires an intermediate-power cartridge (.223/5.56mm) which is more powerful/accurate than a standard pistol.
Expected lifespan:	10 years
Manufacturer's description:	The X-15 system features a custom integrated upper receiver and handguard platform that provides the shooter a light-weight, free-floated, rigid design resulting in superior performance and accuracy. Custom 10.5" Upper, M-LOCK free float rail, 10" SLR rail, US GI Flasher Hider, FN M16 bolt and carrier, carbine gas system, MIL Spec charging handle, Aero Precision AC15 lower receiver, with MIL Spec buffer tube, MIL Spec trigger, chrome silicone springs, MAGPUL Multi-Position MOE Stock with pistol grip, MAGPUL MS1 Sling with QD sling mounts, MAGPUL M-BUS sight Gen 2, front and rear, MAGPUL hand Stop, Aimpoint PRO optic, Streamlight TLR-1 HL mounted light.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	<p>Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include but are not limited to:</p> <ol style="list-style-type: none"> (1) Situations where the member reasonably anticipates an armed encounter. (2) When a member is faced with a situation that may require accurate and effective fire at long range. (3) Situations where a member reasonably expects the need to meet or exceed a suspect's firepower. (4) When a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. (5) When a member reasonably believes that a suspect may be wearing body armor. (6) When authorized or requested by a supervisor. (7) When needed to euthanize an animal.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	Approximately \$ 26,256
Annual costs:	Approximately \$270.00/rifle
(4) The legal and procedural rules that govern each authorized use	
Legal:	CA Penal Code 33220(b). All other applicable State, Federal and Local laws governing short-barreled rifles and police use of force.
Procedural:	DROPD Policies - 300 (Use of Force), 306 (Firearms), 412 (Rapid Response and Deployment)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	CA POST certified 16-hour patrol rifle course & 8 hours annually / 2 annual qualifications
Other Notes:	These rifles are standard issue service weapons for DROPD officers and as a result exempted from the Military Equipment Use Policy per CA Gov't Code §7070 (c)(10). They have been included in this document for transparency.

QUALIFYING EQUIPMENT OWNED/UTILIZED

SECTION ONE - QUALIFYING EQUIPMENT OWNED/UTILIZED BY THE DEL REY OAKS POLICE DEPARTMENT	
AB 481 Category	(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons
Govt Code §7070(c):	
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	LMT Defense 40mm Launcher and Kinetic Energy Munitions
Quantity (existing/sought):	Three (3)
Capabilities:	The 40mm Less Lethal Launcher is capable of firing 40mm Kinetic Energy Munitions, known as sponge projectiles. The range is projectile type dependent. The effective range is approximately 140 feet.
Expected lifespan:	15 years
Manufacturer's description:	Manufactured exclusively for Defense Technology®, the 40LMTS is a tactical single shot launcher that features an expandable ROGERS Super-Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	<p>Officers are not required or compelled to use approved munitions in lieu of other reasonable tactics if the involved officer determines that deployment of these munitions cannot be done safely. The safety of hostages, innocent persons and officers takes priority over the safety of subjects engaged in criminal or suicidal behavior.</p> <p>Circumstances appropriate for deployment include, but are not limited to, situations in which:</p> <ol style="list-style-type: none"> 1. The suspect is armed with a weapon and the tactical circumstances allow for the safe application of approved munitions. 2. The suspect has made credible threats to harm him/herself or others. 3. The suspect is engaged in riotous behavior or is throwing rocks, bottles or other dangerous projectiles at people and/or officers. 4. There is probable cause to believe that the suspect has already committed a crime of violence and is refusing to comply with lawful orders.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$2,532
Annual costs:	\$400 (includes sponge projectiles for training)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	DRO Policies - 306 (Firearms), 303 (Control Devices and Techniques)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	Two (2) hours of initial training and (2) hours yearly (includes qualification)
Other:	

SECTION TWO



QUALIFYING PROPOSED PROCUREMENT EQUIPMENT

DEL REY OAKS POLICE DEPARTMENT

QUALIFYING PROPOSED PROCUREMENT EQUIPMENT

SECTION TWO - QUALIFYING PROPOSED PROCUREMENT EQUIPMENT BY THE DEL REY OAKS POLICE DEPARTMENT	
AB 481 Category Govt Code §7070(c):	(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	40mm Less Lethal Kinetic Energy Munitions
Quantity (existing/sought):	50
Capabilities:	Effectiveness depends on many variable, such as distance, clothing, stature, and the point where the projectile impacts. 50 YD (45 M)
Expected lifespan:	5 years
Manufacturer's description:	The Defense Technology 40mm eXact iMpack™ Sponge Round is a spin-stabilized projectile. Although it is extremely accurate and consistent, accuracy is dependent on the launcher, using open sights vs. an improved sight, environmental conditions, and the operator.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	<p>This department is committed to reducing the potential for violent confrontations. Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation.</p> <p>Only department-approved kinetic energy munitions shall be carried and deployed. Approved munitions may be used to compel an individual to cease his/her actions when such munitions present a reasonable option.</p> <p>Officers are not required or compelled to use approved munitions in lieu of other reasonable tactics if the involved officer determines that deployment of these munitions cannot be done safely. The safety of hostages, innocent persons and officers takes priority over the safety of subjects engaged in criminal or suicidal behavior.</p> <p>Circumstances appropriate for deployment include, but are not limited to, situations in which:</p> <ol style="list-style-type: none"> a. The suspect is armed with a weapon and the tactical circumstances allow for the safe application of approved munitions. b. The suspect has made credible threats to harm him/herself or others. c. The suspect is engaged in riotous behavior or is throwing rocks, bottles or other dangerous projectiles at people and/or officers. d. There is probable cause to believe that the suspect has already committed a crime of violence and is refusing to comply with lawful orders.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$1600
Annual costs:	\$200
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	DROPD Policies - 303 (Control Devices and Techniques), 300 (Use of Force)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	Two (2) hours of initial training and (2) hours yearly (includes qualification)
Other Notes:	

SECTION THREE



QUALIFYING LETHAL AMMUNITION

OAKS POLICE DEPARTMENT

*****DRAFT*****

QUALIFYING LETHAL AMMUNITION

SECTION ONE - QUALIFYING EQUIPMENT OWNED/UTILIZED BY THE DEL REY OAKS POLICE DEPARTMENT	
AB 481 Category Govt Code §7070(c):	(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Federal Premium Duty Ammunition .223 Caliber 55 Grain rifle round
Quantity (existing/sought):	280
Capabilities:	To project a force against a selected target to have an effect and stop the threat when other reasonable options are not viable. A verbal warning should precede its application. 0-300 yards
Expected lifespan:	No expectation
Manufacturer's description:	Custom made for your Urban Rifle, Tactical® TRU® was specifically designed for use in semi-automatic rifles or "Urban Rifles," such as variants of the M-16 or AR-15. TRU bullets are specifically engineered, ranging from fragmenting designs for tactical entry to deeper penetrating bullets for patrol. This is particularly important in today's urban settings.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	The purpose of this ammunition is used in conjunction with the Aero Precision X-15 rifles as the issued duty ammunition. The ammunition has a capable range of 0 to 300 yards. Its intended use is for engagement in armed suspects, subjects wearing body armor, barricaded subjects, and subjects beyond the effective range of a department issued pistol.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	Unknown. No purchase order available with cost.
Annual costs:	No longer purchased for use by the department. Only previously purchased amounts remain.
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	Refer to policies 300, 300.4, 300.4.1, 300.5, 300.5.1, 300.5.3, 300.11, 303
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	Sworn members utilizing Federal Ammunition are trained in their use by CA POST certified instructors.
Other Notes:	Use is subject to applicable polices (303.3, 303.3.2)

QUALIFYING LETHAL AMMUNITION

SECTION ONE - QUALIFYING EQUIPMENT OWNED/UTILIZED BY THE DEL REY OAKS POLICE DEPARTMENT	
AB 481 Category Govt Code §7070(c):	(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Winchester Ranger Duty Ammunition .223 Caliber 55 Grain rifle round
Quantity (existing/sought):	2000
Capabilities:	To project a force against a selected target to have an effect and stop the threat when other reasonable options are not viable. A verbal warning should precede its application. 0-300 yards
Expected lifespan:	No expectation
Manufacturer's description:	Winchester Ranger ammunition can be relied on to deliver consistent stopping power in real world situations. The Winchester brand has helped protect law enforcement officers and defend the general for more than 145 years. Combining innovation, comprehensive testing and proven track record of success; Range ammunition is designed to meet the toughest requirements set by the law enforcement community.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	The purpose of this ammunition is used in conjunction with the Aero Precision X-15 rifles as the issued duty ammunition. The ammunition has a capable range of 0 to 300 yards. Its intended use is for engagement in armed suspects, subjects wearing body armor, barricaded subjects, and subjects beyond the effective range of a department issued pistol.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$767 per case of 1000 rounds
Annual costs:	\$767 per case of 1000 rounds
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	Refer to policies 300, 300.4, 300.4.1, 300.5, 300.5.1, 300.5.3, 300.11, 303
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	Sworn members utilizing Winchester Ammunition are trained in their use by CA POST certified instructors.
Other:	Use is subject to applicable polices (303.3, 303.3.2)

QUALIFYING LETHAL AMMUNITION

SECTION ONE - QUALIFYING EQUIPMENT OWNED/UTILIZED BY THE DEL REY OAKS POLICE DEPARTMENT	
AB 481 Category Govt Code §7070(c):	(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Winchester "USA White Box" .223 caliber 55 grain Full Metal Jacket
Quantity (existing/sought):	5000
Capabilities:	To project a force against a selected target to have an effect and stop the threat when other reasonable options are not viable. A verbal warning should precede its application. 0-300 yards
Expected lifespan:	No expectation
Manufacturer's description:	Backed by generations of legendary excellence, Winchester "USA White Box" stands for consistent performance and outstanding value, offering high-quality ammunition to suit a wide range of hunter's and shooter's needs.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	The purpose of this ammunition is used in conjunction with the Aero Precision X-15 rifles as the issued training ammunition. The ammunition has a capable range of 0 to 300 yards. Its intended use is for training with the Aero Precision X-15 rifles. The ammunition is used for training on the range. This ammo is not utilized as duty ammunition.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$459 per case of 1000 rounds
Annual costs:	\$918 for 2 cases of 1000 rounds each
(4) The legal and procedural rules that govern each authorized use	
Legal:	
Procedural:	Refer to policies 300, 300.4, 300.4.1, 300.5, 300.5.1, 300.5.3, 300.11, 303
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	Sworn members utilizing Winchester Ammunition are trained in their use by CA POST certified instructors.
Other:	Use is subject to applicable polices (303.3, 303.3.2)



CITY OF DEL REY OAKS

Staff Report

DATE: April 25th, 2024

TO: Honorable Mayor and Members of City Council

FROM: Chris Bourquin, Chief of Police

SUBJECT: Adoption of a Resolution approving and directing execution of an authorizing to add the City of Del Rey Oaks to the Memorandum of Understanding pertaining to the implementation and deployment of a Monterey Peninsula regional police, Special Response Unit consisting of special weapons and tactics, tactical medicine, and crisis negotiation team components.

CEQA: This action does not constitute a “project” as defined by the California Environmental Quality Act (CEQA) guidelines section 15378 as it is an administrative activity of the City that will not result in direct or indirect physical changes in the environment.

Recommendation

Del Rey Oaks City Council adopt a Resolution to add the City of Del Rey Oaks as a participating agency to the Monterey Peninsula Special Response Unit (SRU).

Background & Summary

In 2010 the cities of Seaside, Marina, Monterey, Pacific Grove, Sand City, Carmel, and California State University at Monterey Bay entered into Memorandum of Understanding for the “Implementation and Deployment of a Regional Police Special Response Unit (SRU) Consisting of Special Weapons and Tactics, Tactical Medicine, and Crisis Negotiation Team Components” (MOU). The City of Del Rey Oaks is the only Peninsula agency not to have joined SRU. Each of the participating agencies dedicate resources and personnel in support of SRU’s objective, which is to provide specialized support in handling critical field operations where intense negotiations and/or special tactical deployment methods are required, but beyond the normal scope of field officers.

The City of Del Rey Oaks would benefit greatly from joining SRU. The benefits include:

- Development of supervisors and leaders with specialized training.
- Regional integration which emphasizes teamwork, sacrifice, and dedication.
- Recruitment of personnel who would like this assignment opportunity.
- Executive oversight remains with partner agencies.
- Fast response times for critical incidents with a local team.

Section 8 of the MOU allows a new agency to join the SRU if agreed upon by all current parties. Currently all parties are in agreement to add Del Rey Oaks as a participating agency to the SRU MOU. Adding Del Rey Oaks will increase SRU resources and allow for more effective response times to critical incidents that require SRU capabilities.

Staff requests City Council adopt a resolution amending the SRU MOU to add the City of Del Rey Oaks as a participating agency.

Fiscal Impacts

The yearly dues to the SRU team from each city are \$5,000.00. Per the MOU, each agency will be responsible for all personnel costs and obligations associated with any officer(s) it assigns to the team, including but not limited to, base salary, overtime, and all other benefits. The costs associated with having a member of the Del Rey Oaks Police Department on the SRU is estimated to be between \$5,000 and \$10,000 per year. The vast majority of that cost is related to overtime.

ATTACHMENTS:

- SRU MOU
- Amendment No. 1

Respectfully Submitted,

Chris Bourquin
Chief of Police

**AGREEMENT BETWEEN THE CITIES OF
SEASIDE, MARINA, MONTEREY, PACIFIC GROVE, SAND CITY,
CARMEL, AND CALIFORNIA STATE UNIVERSITY AT
MONTEREY BAY FOR THE IMPLEMENTATION AND DEPLOYMENT OF A
REGIONAL POLICE SPECIAL RESPONSE UNIT (SRU) CONSISTING OF SPECIAL WEAPONS
& TACTICS, TACTICAL MEDICINE AND CRISIS NEGOTIATION TEAM COMPONENTS**

This agreement ("**Agreement**") is made by and between the Cities of **SEASIDE, MARINA, MONTEREY, PACIFIC GROVE, SAND CITY, CARMEL, AND CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY** (hereinafter collectively as the "**Parties**" or "**Police Agencies**" or in their individual capacities as "**Police Agency**" or "**Party**").

The Parties share not only common boundaries and/or geographic proximity on the Monterey Peninsula, but also mutual demands for police response. It is to the mutual advantage and benefit of the Parties to render supplemental police services to each other in the event of dangerous and unusual critical incidents, high-risk planned tactical operations, the execution of search warrants, or other situation that are likely to be beyond the control of the services, personnel, equipment, and facilities of the Police Agency having jurisdiction of the area in which the incident occurs.

The Parties recognize that mutual aid and cooperation in response to critical incidents can be enhanced and made more flexible and effective by combining police and other personnel for such situations.

The Parties desire to formally establish by this Agreement a regional effort to work in conjunction with each other to effectively meet such demands for police response and to clarify the legal relationships of the Parties.

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

1. Personnel and Selection.

- a. The Regional Special Response Unit ("**Regional SRU**") shall consist of a Special Weapons and Tactics ("**SWAT**") Team, a Tactical Emergency Medic Team ("**TEM's**"), and a Crisis Negotiations Team ("**CNT**"). The Regional SRU configuration may be comprised of as many sub-teams or reserve teams as needed for a particular incident.
- b. A Regional SRU Board ("**Board**") shall be established to provide oversight of the Regional SRU to include, but not be limited to, the adoption of policies and procedures, the selection of command staff and team members, Agreement compliance, and budget management. The Board shall consist of the Parties' police chiefs, and one city Party's fire chief selected by the Board.
- c. The Parties shall assign and maintain officers, supervisors, and employees for the Regional SRU sufficient to provide appropriate joint coverage for critical incidents as determined by the Board.
- d. The Board shall establish minimum qualifications and selection process for team members, including, but not limited to, physical agility and tactical firearms qualifications. The Board shall mutually agree upon the selection of candidate(s) for the Regional SRU and each member of the Board will have final approval or rejection of any candidate, regardless of which Party employs the candidate.

2. Supervision and Command.

a. The incident commander of the Police Agency in whose jurisdiction a critical incident is located may request a response from the Regional SRU. The Regional SRU commander, in his or her sole discretion, shall decide whether the Regional SRU should respond to the incident. If the Regional SRU commander decides a Regional SRU response is appropriate, then each Police Agency should respond to the request for Regional SRU services as promptly and fully as possible.

b. All employees of the Parties participating in any response under this Agreement, or any training involving a Regional SRU exercise or event, shall be subject to the exclusive chain of command of the Regional SRU.

c. The Police Agency requesting Regional SRU assistance shall identify the incident commander. The incident commander must approve any tactical plan. The Police Agency incident commander shall work collaboratively with the Regional SRU commander to facilitate the Regional SRU response. The Regional SRU commander will take charge of the operational function of the Regional SRU and will present a tactical action plan to the Police Agency incident commander for approval as soon as possible. The Police Agency incident commander must approve the Regional SRU commander's tactical plan before its implementation.

d. In the event of the death of or serious injury to any person(s) when the circumstances of the death or injury involves a peace officer, the Regional SRU shall request that the Monterey County District Attorney's Office conduct an independent investigation pursuant to the Monterey County District Attorney's Protocol For Officer-Involved Shootings (OIS) and In-Custody Death (ICD) protocol, or any version subsequently adopted.

e. In its sole discretion and pursuant to its own policy, each Police Agency is responsible for conducting its own internal affairs investigation pertaining to its own officers. In cases that involve officers from different Police Agencies, the investigation may be conducted by an independent law enforcement agency or consultant selected by the Board and with approval from the Police Agencies whose officers are subjects of the investigation. The cost of any joint investigation will be shared equally by the Police Agencies involved in the investigation.

3. Costs and Expenses.

a. No Police Agency furnishing aid pursuant to this Agreement shall be entitled to compensation for services rendered to a requesting Police Agency. Each Party (i) will be responsible for all personnel costs and obligations associated with any staff member it assigns to the Regional SRU, including, but not limited to, base salary and benefits, overtime salary and benefits, Worker's Compensation benefits, death benefits, disability benefits, and safety officer industrial disability retirement benefits; and (ii) agrees to waive any and all subrogation rights against Parties that may accrue from payment of such benefits.

b. Each Party will also be responsible for the costs of all necessary individual tactical equipment and weapon(s) issued to the team member employed by the Party.

c. The Board will manage any grants received by the Regional SRU.

4. Policies and Procedures.

a. The Board shall establish and agree upon Standard Operating Procedures ("SOP") for the operation of the Regional SRU.

b. The SOP will be consistent with the California Commission of P.O.S.T. (Peace Officers Standards and Training) "S.W.A.T. Operational Guidelines and Standardized Training Recommendations" report from July 2005, or as it may be amended or revised in the future.

c. The SOP shall include, but not be limited to, executive oversight of the Regional SRU, chain of command control over the critical incident responses, and procedures for activation of the Regional SRU in response to critical incidents. In cases of conflicting Police Agency policy regarding enforcement activities, including, but not limited to, shooting policy, approved weapons, pursuit policy) the policies of the officer's employing Police Agency in effect at the time of the enforcement activity shall apply.

5. Liability

a. In assigning personnel to the Regional SRU, or while performing under this Agreement, or while participating in Regional SRU 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 California Government Code sections 55632 and 55634.

b. The city or public entity whose Police Agency requests Regional SRU assistance shall indemnify, hold harmless, and defend all other agencies and public entities that are signatories to this agreement from any claims or liabilities that may arise out of the implementation of a Regional SRU tactical plan as described herein if (1) the request for Regional SRU response was authorized by the requesting agency incident commander, and (2) the Regional SRU commander approved response by the Regional SRU, and (3) a tactical plan was communicated to the requesting Police Agency incident commander by the Regional SRU commander, and (4) the requesting Police Agency incident commander approved the tactical plan, and (5) the conduct of the Regional SRU members was in compliance with the approved tactical plan.

c. In any and all other circumstances apart from the implementation of the Regional SRU tactical plan as set forth in Paragraph 5(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 Regional SRU. Personnel assigned to perform services for the Regional SRU 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 other employees in their own jurisdictions.

d. Except as set forth in Paragraph 5(b) above, each Party shall hold harmless, defend, and indemnify each and every 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 its officers, agents, and employees under this Agreement.

e. Except as set forth in Paragraph 5(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. In the event of a civil claim (the "**Underlying Claim**") by a third party (which could include an employee of one Party who is filing a civil claim) against any one or more Parties based on the Regional SRU's activities, all Parties agree to defer any claims against another participating agency, its officer(s) or employees until the Underlying Claim is settled or otherwise determined. Thereafter, any claims between or among Parties shall be resolved in accordance with law.

h. Nothing in this Agreement 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 Agreement 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.

Personnel assigned to perform services for the SRU 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.

6. Implementation Guidelines.

The Police Chiefs of all the Parties shall jointly promulgate written guidelines for the implementation of this Agreement. Said guidelines shall be in writing and approved by a majority vote of the Board. Such guidelines may be changed as necessary from time to time.

7. Third Parties

This Agreement 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.

8. Modification

This Agreement is the entire contract between the parties. This Agreement shall supercede any previous agreements, oral or written, implied or express, between the parties, with respect to implementation and deployment of the Regional SRU. No waiver or modification of this Agreement shall be valid unless it is in writing and executed by the Parties.

9. Independent Advice

Each Police Agency hereby represents and warrants that in executing this Agreement, it does so with full knowledge of the rights and duties it may have with respect to the other. Each Police Agency also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement, and the rights and duties arising out of this Agreement.

10. Notices

All notices which are required or allowed under this Agreement shall be given to a Police Agency's representative on the Board, or that Board Member's designee. All notices shall be deemed given or sent when deposited, as certified mail or for overnight delivery, postage and fees prepaid, in the United States mails; when delivered to Federal Express, United Parcel Service, DHL WorldWide Express, or Airborne Express, for overnight delivery, charges prepaid or charged to the sender's account; when personally delivered to the recipient; when transmitted by electronic means, and such transmission is electronically confirmed as having been successfully transmitted; or when delivered to the home or office of a recipient in the care of a person whom the sender has reason to believe will promptly communicate the notice to the recipient.

11. Dispute Resolution

If any dispute arises between the Parties as to proper interpretation or application of this Agreement, the Parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the Parties.

12. Termination

This Agreement shall be for an indefinite term unless the Parties implement a joint exercise of powers agreement pursuant to Government Code section 6500, et. seq. ("JPA") at which time this Agreement shall automatically terminate. Any Party may terminate its participation by delivering a resolution of termination to the Regional SRU Board thirty (30) days prior to the effective date of such termination. The Parties shall work cooperatively toward the formation of a JPA with the goal being to have the necessary documents taken to each Party's City Council or other governing body for consideration by January 1, 2011. The City of Seaside will begin immediately to facilitate the formation of the joint powers authority.

13. Signatures.

Agreement certifies that he or she has the lawful authority to execute this Agreement for and on behalf of the Party named herein.


City of Seaside


City of Marina


City Administrator
City of Sand City


City of Carmel


City of Monterey


California State University at
Monterey Bay


City of Pacific Grove

1-9-10

12.15.09

1-11-10

1/21/10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL REY OAKS APPROVING AND DIRECTING EXECUTION OF AMENDMENT NO. 1 TO THE “AGREEMENT BETWEEN THE CITIES OF SEASIDE, MARINA, MONTEREY, PACIFIC GROVE, SAND CITY, CARMEL, AND CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY FOR THE IMPLEMENTATION AND DEPLOYMENT OF A REGIONAL POLICE SPECIAL RESPONSE UNIT (SRU) CONSISTING OF SPECIAL WEAPONS & TACTICS, TACTICAL MEDICINE AND CRISIS NEGOTIATION TEAM COMPONENTS” (“MOU”) TO ADD THE CITY OF DEL REY OAKS AS A PARTICIPATING AGENCY

WHEREAS, in 2010 the cities of Seaside, Marina, Monterey, Pacific Grove, Sand City, Carmel, and California State University at Monterey Bay entered into the MOU. The City of Del Rey Oaks is the only Peninsula agency not to have joined SRU.

WHEREAS, the City of Del Rey Oaks would benefit greatly from joining SRU. The benefits include: development of supervisors and leaders with specialized training; regional integration which emphasizes teamwork, sacrifice, and dedication; recruitment of personnel who would like this assignment opportunity; and fast response times for critical incidents with a local team.

WHEREAS, Section 8 of the MOU allows a new agency to join the SRU if agreed upon by all current parties, and currently all parties are in agreement to add Del Rey Oaks as a participating agency to the SRU MOU. Adding Del Rey Oaks will increase SRU resources and allow for more effective response times to critical incidents that require SRU capabilities.

WHEREAS, The City of Del Rey Oaks determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 (“CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEL REY OAKS that it hereby approves and directs execution of Amendment No. 1 of the MOU to add the City of Del Rey Oaks as a participating agency.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF DEL REY OAKS this ____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SCOTT DONALDSON, Mayor

ATTEST:

JOHN GUERTIN, City Clerk

AMENDMENT NO. 1 TO
REGIONAL POLICE SPECIAL RESPONSE UNIT (SRU) CONSISTING OF SPECIAL WEAPONS AND
TACTICS, TACTICAL MEDICINE AND CRISIS NEGOTIATION TEAM COMPONENTS

Among the Following agencies:

City of Carmel
City of Marina
City of Monterey
City of Pacific Grove
City of Sand City
City of Seaside
California University Monterey Bay
City of Del Rey Oaks (to be added via this Amendment No. 1)

AMENDMENT NO. 1 TO
REGIONAL POLICE SPECIAL RESPONSE UNIT (SRU) CONSISTING OF SPECIAL WEAPONS AND
TACTICS, TACTICAL MEDICINE, AND CRISIS NEGOTIATION TEAM COMPONENTS

This AMENDMENT NO. 1 is made to the Regional Police Special Response Unit (SRU) Consisting Of Special Weapons And Tactics, Tactical Medicine, And Crisis Negotiation Team Components Memorandum of Understanding dated 01-21-2010 (hereinafter the MOU) establishing the Regional Special Response Unit (SRU) by and between the original Participating Agencies (hereinafter the Agencies).

WHEREAS, the Agencies wish to amend the MOU to add the City of Del Rey Oaks as a Participating Agency.

NOW THEREFORE, the Agencies hereby agree to amend the MOU as follows:

1. This AMENDMENT NO. 1 shall be effective upon execution by all parties.
2. As of the effective date, the City of Del Rey Oaks shall be a Participating Agency in the MOU.
3. The following language shall be added to the heading of page 1 and the first paragraph of page 1 of the MOU: City of Del Rey Oaks
4. Except as provided herein, all remaining terms, conditions and provisions of the MOU are unchanged and unaffected by this AMENDMENT NO. 1, and shall remain in full force and effect as set forth in the MOU.
5. A Copy of this AMENDMENT NO. 1 shall be attached to the original MOU executed by the Agencies.

(The remainder of this page is intentionally left blank.)

City of Seaside	
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California State University at Monterey Bay	
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