

**MUTUAL AID SPECIAL WEAPONS AND TACTICS
 MEMORANDUM OF AGREEMENT
 BETWEEN THE CITY AND COUNTY
 OF HONOLULU, HAWAII
 AND
 COMMANDER, NAVY REGION HAWAII
 AND
 U.S. ARMY GARRISON HAWAII, SCHOFIELD BARRACKS, HAWAII
 AND
 MARINE CORPS BASE HAWAII, KANEOHE BAY, HAWAII
 AND
 DETACHMENT TWO, EIGHTEENTH FORCE SUPPORT SQUADRON, BELLOWS AIR
 FORCE STATION, HAWAII**

This Mutual Aid Special Weapons and Tactics (SWAT) Memorandum of Agreement (MOA), hereinafter referred to as SWAT Agreement, is entered into on 7 May 2012, between the Honolulu Police Department (HPD); and the Commander, Navy Region Hawaii; U.S. Army Garrison Hawaii, Schofield Barracks, Hawaii; Marine Corps Base Hawaii, Kaneohe Bay, Hawaii; and Detachment Two, Eighteenth Force Support Squadron, Bellows Air Force Station, Hawaii, on the island of Oahu, hereinafter referred to as the Military Base, with reference to the following:

WHEREAS, it is foreseeable that the potential exists for barricade, hostage, and sniper incidents, of both terrorist and criminal nature, to occur on property controlled by the Military Base, and that such illegal activity has a substantial and detrimental effect on the health, safety, and general welfare of the people of the City and County of Honolulu and the Military Forces. The parties hereto agree that it is to their mutual benefit to cooperate with each other and enter into this SWAT Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties have agreed as follows:

ARTICLE I: DEFINITIONS

SECTION I: HONOLULU POLICE DEPARTMENT (HPD): Police Department of the City and County of Honolulu.

SECTION II: SPECIALIZED SERVICES DIVISION (SSD): Division of the HPD that includes the officers trained in tactical police operations.

SECTION III: SWAT: An acronym for Special Weapons and Tactics, referring to police tactical operations.

SECTION IV: SWAT OFFICER: An officer of the HPD SSD and/or Military Uniformed Services or DoD Police trained in tactical police operations.

SECTION V: MILITARY BASE COMMANDER: The commanding officer of the military properties for that branch of the military, or in the case of a Joint Base, the commanding officer of the military properties for all joint assets of the military.

SECTION VI: INSTALLATION COMMANDER: The Commanding Officer of a specific military base or property. In some cases, also the same as a Military Base Commander, or in the case of a Joint Base, also referred to as a Joint Base Commander.

SECTION VII: CRIMINAL INCIDENT: An act in violation of penal law.

SECTION VIII: TERRORIST INCIDENT: The calculated use of unlawful violence or threat of unlawful violence to inculcate fear; intended to coerce or to intimidate governments or societies in the pursuit of goals that are generally political, religious, or ideological.

SECTION IX: SWAT INCIDENT: A barricade, hostage, or sniper incident, or other high-risk criminal incident of a nature as to require a tactical response.

SECTION X: BARRICADE INCIDENT: The unlawful denial of access to an area by an individual.

SECTION XI: HOSTAGE INCIDENT: The unlawful restraint of a person as security for the restrainer's demands.

SECTION XII: SNIPER INCIDENT: The unlawful use of a firearm or other explosive from a concealed position done to threaten or endanger others.

SECTION XIII: INNER PERIMETER: The outer limit of the immediate area around the incident site in which officers and others are vulnerable to gunfire, explosion, or other direct attack.

SECTION XIV: OUTER PERIMETER: The outer limit of the area around the inner perimeter to be cleared of all non-police personnel during the incident.

SECTION XV: TEMPORARY COMMAND POST (TCP): The area established by first responding law enforcement officers from which law enforcement operations shall be directed prior to the establishment of the Incident Command Post (ICP).

SECTION XVI: INCIDENT COMMAND POST (ICP): The area established by the HPD SSD Commander or designee where all the HPD SWAT officers shall report and all HPD tactical operations shall be directed.

SECTION XVII: SITUATION MONITORING CENTER (SMC): The area established for HPD personnel and others who will be in direct contact with the ICP through telephone or police radio and where all support unit commanders shall gather. The SMC is to be established outside the outer perimeter.

SECTION XVIII: CRISIS NEGOTIATOR: The HPD officers assigned to the HPD Criminal Investigation Division (CID) who have completed the training required to be members of the Crisis Negotiations Team (CNT). Also refers to members of the Military Services Criminal Investigations Division (CID) or Naval Criminal Investigative Service (NCIS) who have likewise completed requisite training.

SECTION XIX: NEGOTIATIONS AREA: The area established by the crisis negotiators to conduct negotiation operations.

SECTION XX: MEDIA AREA: The area established for the media in the vicinity of the SMC, where the media shall receive incident information.

SECTION XXI: FEDERAL OFFICIALS: Federal officials shall include, but are not limited to, special agents of the Federal Bureau of Investigation and other employees of the United States government.

ARTICLE II: RESPONSIBILITIES

SECTION I: The City and County of Honolulu, acting by and through the HPD, will, with its own law enforcement personnel and employees as hereinafter specified, perform the activities and duties as described below:

SECTION II: Upon request from the Installation Commander or his/her representative, the HPD agrees to provide assistance to the Military Base involving the suppression of barricade, hostage, and sniper incidents, and other such high-risk criminal incident of a nature as to require a tactical response that occur within Military Base property. However, in the event the resources of the HPD are unavailable due to ongoing unrelated SWAT incidents, the Military Base may address the incidents on Military Base property using organic Military Base assets.

SECTION III: SWAT incidents of mutual interest to the HPD and the Military Base will be coordinated by the HPD Chief of Police or his/her duly authorized representative and the Military Base Commander/Installation Commander or his/her duly authorized representative. All SWAT incidents of material interest to the HPD and the Military Base shall be subject to the terms specified in this MOA.

For purposes of coordination, the key contact numbers for each signatory organization are:

Honolulu Police Department

Emergency	911
Specialized Services Division	723-3379

Commander, Navy Region Hawaii

Region Command Center	473-1940
Regional Dispatch Center	474-2222/449-6373
Joint Base Security Department	474-6752
Joint Base Security Officer	449-9700/306-1939

U.S. Army Garrison Hawaii

Schofield Barracks Police (PMO)	655-7114/5555
Fort Shafter Police (PMO)	438-7114

Marine Corps Base Hawaii

Emergency Operations Center	257-8457
Watch Commander	330-9636

Bellows Security Forces

Defense Force Commander	259-4206
Base Defense Operations Center	259-4200/4203

SECTION IV: When a SWAT incident occurs on Military Base property, military law enforcement personnel may contact the appropriate federal officials and the HPD Communications Division, should they desire to invoke this agreement, and report all available pertinent information, such as location, description of the scene, number of hostiles, types of weapons involved, telephone contact information, essential Military Base personnel, etc. The Military Base shall be responsible for gathering and reporting initial intelligence data relating to the SWAT incident to the appropriate federal officials and the HPD. All military intelligence sharing by the Military Base will be conducted in accordance with DOD 5240.1-R, *Procedures Governing the Activities of DoD Intelligence Components that Affect United States Persons*, and DODD 5525.5, *DOD Cooperation with Civilian Law Enforcement*.

SECTION V: With the use of available resources, the Military Base and/or federal officials shall set up an inner perimeter, contain the scene, evacuate buildings, and set up a Temporary Command Post. In the event of an emergency whereby people are being shot at or their lives are being placed in danger, such as an active shooter situation, an immediate assault or other tactical response by Military Base and/or federal officials in the inner perimeter may have to take place.

SECTION VI: Upon receipt of the call, the HPD Communications Division shall dispatch patrol units and notify the HPD SSD Commander or designee and the HPD CID Commander or designee of the incident. The Military Base shall provide a liaison to meet the arriving HPD personnel at the gate and escort them to the scene of the SWAT incident.

SECTION VII: The initial HPD patrol units arriving at the scene shall report to the Temporary Command Post to meet with military/federal law enforcement personnel and obtain all available information concerning the incident. An officer from the HPD will be dispatched to the Military Base Emergency Operations Center and Situation Monitoring Center, once established.

SECTION VIII: As soon as possible, representatives from military/federal law enforcement and the HPD will confer and determine the command and control (C2) of the situation. Unless military/federal officials request that the HPD assume C2 of the incident, C2 over all law enforcement assets shall be the function of the on-scene Military SWAT or Incident Commander.

SECTION IX: If the HPD SSD Commander or designee deems necessary, he/she will dispatch SWAT officers to the scene. Upon arrival at the scene, the officers will set up an ICP where all HPD SWAT officers shall report and all HPD tactical operations shall be directed. The Installation Commander or designee shall post a representative at the ICP to expedite communications with federal/military personnel.

SECTION X: If the HPD CID Commander or designee deems necessary, he/she will dispatch the HPD Crisis Negotiators Team (CNT) to the scene. Upon arrival, the CNT shall establish a negotiations operations center in the vicinity of the ICP from which all the HPD negotiations shall be directed. Responding with the HPD CNT will be an HPD Psychologist, if available. The HPD CNT will be co-located with or coordinate closely with the local Military Crisis Negotiators Team.

SECTION XI: If requested by Military/Federal authorities, upon establishment of the ICP, the HPD SWAT officers will take over the inner perimeter positions and execute all tactical operations as

required. Non-HPD SWAT personnel shall exit the inner perimeter area and report to the Situation Monitoring Center pending reassignment.

SECTION XII: Upon the HPD SWAT personnel assuming control of all outer and inner perimeter positions, the incident commander shall be the HPD SSD Commander or designee. The decision to use applicable tactics and weapons shall be the function of the HPD SSD Commander or designee only.

SECTION XIII: If the HPD SWAT personnel make any arrests, the arrestee(s) shall remain in the custody of the HPD until conferral with the Honolulu Department of the Prosecuting Attorney to determine the appropriate venue for prosecution.

SECTION XIV: All information releases to the media shall be made via the Situation Monitoring Center. While the HPD SSD Commander or designee acts as the incident commander, the HPD Media Representative shall be responsible for information releases to the media. The HPD Media Representative shall coordinate with the Military Base Public Affairs Office prior to each information release.

SECTION XV: The Military Base may decide to terminate the HPD involvement in a specific incident and resume control/incident command. If this decision is made, Military Base/federal personnel will establish incident command and conduct a phased turn-over with the HPD in such a manner agreeable to the Unified Command / incident commander as to maintain control of the situation.

ARTICLE III: TRAINING

SECTION I: The Military Base agrees to permit the HPD SSD personnel to conduct joint training sessions at Military Base training facilities on a space available basis in accordance with DODD 5525.5, *DOD Cooperation with Civilian Law Enforcement*.

SECTION II: The HPD agrees to permit military personnel to attend the HPD training sessions and/or use the HPD training facilities on a space available basis and without cost to the military.

SECTION III: Personnel attending such training sessions shall be deemed to have assumed the risks of such training as may be normally incident thereto. It is further covenant and agreed that the parties to this agreement will hold each other, their agents, and their employees harmless from any and all claims, demands, suits, liabilities, and causes of action, of whatever kind and designation, resulting out of the conduct of any joint training sessions.

SECTION IV: The Military Base agrees to permit the HPD officers to visit Military Base installations frequently for the purposes of familiarizing themselves with locations and agree to release general information needed by the HPD to enable the police to assist the Military Base efficiently in SWAT-type operations. All visits will be coordinated with the Installation Commander or designee.

ARTICLE IV: COMMAND, MANPOWER, AND WAIVER OF LIABILITY

SECTION I: Employees of the City and County of Honolulu and the HPD shall at no time be considered employees of the United States government or the Military Base for any purpose, nor will the employees of the United States Government or the Military Base be considered employees of the City and County of Honolulu or the HPD for any purpose. This agreement shall not establish an agency relationship between the City and County of Honolulu or the HPD and the United States government or the Military. All equipment used by the HPD in carrying out this agreement, whenever practicable, shall be owned by the HPD, and all the HPD employees acting under this agreement shall be employees of the City and County of Honolulu.

SECTION II: The HPD agrees to provide police equipment and personnel for barricade, hostage, sniper, and other tactical incidents originating on Military Base property when so requested by the Military Base, but only after approval is obtained from the HPD SSD Commander, the HPD CID Commander, or his/her designee for such provision. The Chief of the HPD or his duly authorized representative will be in charge of all HPD operations conducted on the Military Base.

SECTION III: The parties to this agreement covenant and agree to hold the other party, their agents, and their employees harmless from any and all claims, demands, suits, liabilities, causes of action of whatever kind and designation, including costs incurred and/or compensation for any losses, damages, personal injury, or death, resulting as a consequence of the performance of this agreement.

ARTICLE V: EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF AGREEMENT

This MOA shall become effective upon signing by the affected Military Base Commanders/Installation Commanders or their duly authorized representatives and the Chief of the HPD after all parties have secured approval to enter into this agreement from their respective approval entities. It shall remain in full force and effect until terminated.

The terms of this MOA may be suspended or terminated by any party at no cost upon 30 days advance written notification of such suspensions or termination, or at any time by mutual written consent of the parties, or at any time upon notice to the other parties of an operational or emergency need of any party.

ARTICLE VI: REVIEW AND CHANGES

Required changes to this MOA will be accomplished by written amendments and will be sequentially numbered. The Military Base Commanders/Installation Commanders and the Chief of the HPD must jointly authorize all change amendments. All change amendments will be subject to approval of appropriate officials of HPD and the Military Base.

This MOA will be reviewed at least every three years to determine if the conditions of the document are still current.

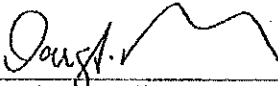
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in quintuplet as of the day, month, and year hereinabove first written.

Louis M. Kealoha
Chief of Police
Honolulu Police Department
City and County of Honolulu

William E. Grandrath
Executive Director
Commander, Navy Region Hawaii
Joint Base Pearl Harbor-Hickam, Hawaii

Date

Date



Douglas S. Mulbury
Colonel
U.S. Army Garrison Hawaii
Schofield Barracks, Hawaii

Lyle Tom
Comptroller
Commander, Navy Region Hawaii
Joint Base Pearl Harbor-Hickam, Hawaii

5 APRIL 12
Date

Date

Brian Annichiarico
Commanding Officer
Marine Corps Base Hawaii
Kaneohe Bay, Hawaii

Rick T. Pelzl
Commander
Det 2, 18th Force Support Squadron
Bellows Air Force Station, Hawaii

Date

Date

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Louis M. Kealoha
Chief of Police
Honolulu Police Department
City and County of Honolulu

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William E. Grandrath
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Joint Base Pearl Harbor-Hickam, Hawaii

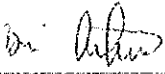
Date

Douglas S. Mulbury
Colonel
U.S. Army Garrison Hawaii
Schofield Barracks, Hawaii

Date

Lyle Tom
Comptroller
Commander, Navy Region Hawaii
Joint Base Pearl Harbor-Hickam, Hawaii

Date



Brian Annichiarico
Commanding Officer
Marine Corps Base Hawaii
Kaneohe Bay, Hawaii

7 MAY 2012

Date


Rick T. Pezl
Commander
Det 2, 18th Force Support Squadron
Bellows Air Force Station, Hawaii

Date

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Louis M. Kealoha
Chief of Police
Honolulu Police Department
City and County of Honolulu

Date




William E. Grandrath
Executive Director
Commander, Navy Region Hawaii
Joint Base Pearl Harbor-Hickam, Hawaii

18 Mar 2012
Date

Douglas S. Mulbury
Colonel
U.S. Army Garrison Hawaii
Schofield Barracks, Hawaii

Date



Lyle Tom
Comptroller
Commander, Navy Region Hawaii
Joint Base Pearl Harbor-Hickam, Hawaii

4/11/12
Date

Brian Amichiarico
Commanding Officer
Marine Corps Base Hawaii
Kaneohe Bay, Hawaii

Date

Rick T. Pelzl
Commander
Det 2, 18th Force Support Squadron
Bellows Air Force Station, Hawaii

Date

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Name
Chief of Police
Honolulu Police Department
City and County of Honolulu

William B. Grandrath
Executive Director
Commander, Navy Region Hawaii
Joint Base Pearl Harbor-Hickam, Hawaii

Date

Date


Douglas S. Mulbury
Colonel
U.S. Army Garrison Hawaii
Schofield Barracks, Hawaii

Lyle Tom
Comptroller
Commander, Navy Region Hawaii
Joint Base Pearl Harbor-Hickam, Hawaii

Date

Date

Brian Annichiarico
Commanding Officer
Marine Corps Base Hawaii
Kaneohe Bay, Hawaii



Rick T. Pelzl
Commander
Det 2, 18th Force Support Squadron
Bellows Air Force Station, Hawaii

Date

10 April 2012

Date