

**ALPHARETTA DEPARTMENT OF PUBLIC SAFETY,
MILTON POLICE DEPARTMENT AND
ROSWELL POLICE DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into by and between the City of Alpharetta Department of Public Safety, City of Milton Police Department and the City of Roswell Police Department (the "Participating Agencies") to receive and extend assistance in the form of unified SWAT and Crisis Negotiation teams with related services and resources to one another when assistance is requested.

SECTION I

AUTHORITY

This MOU is effective as of the date of signature by the Chief Law Enforcement Officer of each Participating Agency ("Agency Head") and applies to all activities engaged in by the Participating Agency and shall continue in full force and effect until cancelled by one of the Participating Agencies in accordance with Section IX of this MOU, provided that, in conformance with Article 9, Section 3, Paragraph 1(a) of the Constitution of the State of Georgia, the term of this MOU shall end upon the expiration of fifty (50) years unless otherwise terminated earlier as provided herein. The designated representative identified below represents that he is authorized by his respective jurisdiction or Participating Agency to enter into this agreement on behalf of the Participating Agency.

SECTION II

PROVISIONS FOR OPERATIONS ASSISTANCE

The Participating Agencies hereby approve and enter into this MOU whereby each Participating Agency so represented may request and render SWAT and Crisis Negotiation team assistance to one another including, but not limited to, any large scale extraordinary event, a prolonged operation, any operation with expansive dynamics, or when the operation requires unified SWAT and Crisis Negotiation team or related services and resources to one another.

SECTION III

REQUEST FOR ASSISTANCE

The respective Participating Agency Head and/or designee shall have the authority to request or render SWAT and Crisis Negotiation team assistance.

In the event that a Participating Agency is in need of assistance as set forth above, it shall, through its proper chain of command, notify the unified SWAT Team commander, which may be contacted directly or through the Roswell or Alpharetta 911 Communications Center. In conjunction with the initiating Agency, the unified SWAT Team commander shall evaluate the situation and his available resources, and respond appropriately. The unified SWAT Team commander will take steps to ensure all Participating Agency Heads are immediately notified upon a unified SWAT Team activation.

SECTION IV

COMMAND AND SUPERVISORY RESPONSIBILITY

The unified SWAT Team will operate under the National Incident Management System, Incident Command System via Unified Command with one exception; the Agency Head or designee of the requesting Agency shall have tactical operational veto authority.

Whenever a team member is rendering assistance pursuant to this MOU, the team member shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his own employer. If any such standard is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the unified SWAT Team, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

SECTION V

USE OF FORCE / COMPLAINTS

Whenever the unified SWAT Team is involved in a use of force or there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this MOU, the Participating Agencies will conduct a joint review of the use of force and/or complaint. The unified SWAT Team commander or his designee shall be responsible for the documentation of the Use of Force and/or complaint with a disposition recommendation. A mirror copy of the documentation shall be provided to each Participating Agency for review per their respective policies. Upon review any Participating Agency Head or designee may request additional investigation which will be conducted jointly by the Participating Agencies. The Participating Agency Heads or their designee(s) will conduct a joint evaluation of the overall actions of the unified SWAT Team after a review of the documentation and/or investigation; however, the review of individual actions will be the sole responsibility of their respective Agency Head according to his Agency's policies and procedures. Each Participating Agency engaging in any assistance pursuant to this MOU agrees to cooperate with such joint investigative efforts.

Should an application of force on behalf of the unified SWAT Team result in serious injury or death, or a complaint arise as a result of a cooperative effort as it may pertain to this MOU that if sustained would be likely to result in serious injury or death, it is agreed by the Participating Agencies that the Georgia Bureau of Investigation will be asked to conduct a separate and independent criminal investigation as appropriate.

SECTION VI

LIABILITY

Each Participating Agency engaging in any assistance pursuant to this MOU agrees to assume responsibility for the acts, omissions, or conduct of each of its SWAT Team members or conduct of such Participating Agencies'/team's own employees while engaged in rendering such assistance pursuant to this MOU.

SECTION VII

PROCEDURES & TRAINING

All standard operating procedures and training conducted with and/or for the unified SWAT Team will meet or exceed National Tactical Officers Association (NTOA) Standards.

SECTION VIII

POWERS, PRIVILEGES, IMMUNITIES AND COSTS

SWAT and Crisis Negotiation team members of each Participating Agency when actually engaging in assistance outside of their jurisdictional limits but inside the City of Alpharetta, City of Milton or the City of Roswell, shall have the same powers, duties, rights, privileges and immunities as if the team member was performing duties inside the member's political subdivision in which normally employed.

Each Participating Agency agrees to furnish necessary equipment, resources and facilities and to render services to each other Participating Agency; provided however, that no Participating Agency shall be required to unreasonably deplete its own equipment, resources, facilities, or services in furnishing such assistance.

Each Participating Agency that furnishes equipment pursuant to this MOU must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment. Nothing herein shall prevent one Participating Agency from lending necessary equipment to any other Participating Agency team member for operational purposes pursuant to this MOU.

The Participating Agency furnishing assistance pursuant to this MOU shall compensate its SWAT Team members during the time such assistance is rendered and shall assume the actual travel and maintenance expenses of its members while they are rendering such assistance, including any amounts paid or due for compensation due to personal injury or death while such SWAT Team members are engaged in rendering such assistance.

The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of a SWAT Team member of a Participating Agency when performing the

member's duties within the territorial limits of the member's Agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties outside the territorial limits of the member's Agency under the provisions of this MOU. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

Nothing herein shall prevent the requesting Agency from requesting supplemental appropriations from entities other than its governing political subdivision for reimbursement for itself and the assisting Team for any actual costs or expenses incurred by the assisting Participating Agency performing hereunder.

SECTION IX

CANCELLATION

Any Participating Agency may cancel its participation in this MOU upon delivery of written notice to the other Participating Agencies. Cancellation will be effective ninety (90) days from receipt of such notice. Upon cancellation Participating Agencies agree to coordinate the prompt return of any loaned equipment to the proper Agency owner.

AGREED TO AND ACKNOWLEDGED THIS _____ DAY OF _____, 2014

Alpharetta Department of Public Safety

Signature

Milton Police Department

Date

Signature

Roswell Police Department

Date

Signature

Date