

**SWAT MEMORANDUM OF UNDERSTANDING
CITY OF TERRELL POLICE DEPARTMENT
AND
CITY OF FORNEY POLICE DEPARTMENT**

This SWAT Memorandum of Understanding (MOU) is entered into by and between the City of Terrell Police Department and the City of Forney Police Department (the “Participating Agencies”) for the purpose of receiving and extending services in the form of a Unified SWAT and Crisis Negotiation Team with related services and resources extended to one another when such assistance is requested. The Forney/Terrell Team will consist of members from the Participating Agencies.

SECTION I. - AUTHORITY

This MOU is effective as of the date of signature by the Chief Law Enforcement Officer of the two Participating Agencies and shall continue in full force and effect for a period of two (2) years with an extension for additional periods of two (2) years each unless terminated under the provisions of Section IX below. The designated representative identified below represents that he is duly authorized by his 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 the Forney/Terrell SWAT Team assistance to one another including, but not limited to, a large scale extraordinary event, a prolonged operation, any operation with expansive dynamics, or when an operation requires providing the Forney/Terrell SWAT Team with related services and resources to one another.

SECTION III. – REQUEST FOR ASSISTANCE

The Chief of Police and/or his designated representative from each Participating Agency shall have the authority to request or render the Forney/Terrell SWAT Team any necessary or required assistance. In the event that a Participating Agency requires assistance as set forth above, it shall, through the proper chain of command, notify the Forney/Terrell SWAT Team commander through each department’s dispatch center. In conjunction with the initiating agency, the Forney/Terrell SWAT Team commanders shall evaluate the situation, assess their available resources and respond accordingly. The Forney/Terrell SWAT Team commanders will take all steps necessary to ensure that the Chiefs of Police of each Participating Agency is immediately notified upon a Forney/Terrell SWAT Team activation.

SECTION IV. – COMMAND AND SUPERVISORY RESPONSIBILITY

The Forney/Terrell SWAT Team will operate under the National Incident Management System and the Incident Command System through the Forney/Terrell Command except that the Chief of Police or his designated representative from the requesting agency shall have tactical operational command and 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 or her own employer. If any such standard is contravened or otherwise in conflict with a direct order of a superior officer of the Forney/Terrell SWAT Team, such rule, regulation, policy, general order or procedure shall control.

SECTION V. – USE OF FORCE COMPLAINTS

Whenever the Forney/Terrell 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 is may pertain to this MOU, the Participating Agencies will conduct a joint review of the use of force and/or complaint. The Forney/Terrell SWAT Team commanders or their designated representatives 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 regarding their own respective policies. Upon review, the Chief of Police, or his designated representative, of any Participating agency may request that additional investigation be conducted jointly by the Participating Agencies. The Participating Agencies Chiefs of Police, or their designated representatives, will conduct a joint evaluation of the overall actions of the Forney/Terrell SWAT Team after a review of the documentation and/or investigation. In any event, the review of individual actions by any member of the Forney/Terrell SWAT Team shall be the sole responsibility of the team member's Chief of Police according to his agency's policies and procedures. Each Participating Agency engaging in any assistance pursuant to this MOU agrees to fully cooperate with all such joint investigative efforts.

Should an application of force on behalf of the Forney/Terrell 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 Texas Department of Public Safety / Texas Rangers will be requested 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

The Forney/Terrell SWAT Team will meet and train a minimum of eight (8) hours per month. All training will be documented. The training schedule will be reviewed and updated as needed but, in any event, at least once per year.

SECTION VIII. – POWERS, PRIVILEGES, IMMUNITIES AND COSTS

The Forney/Terrell SWAT Team members from each Participating Agency, when engaging in assistance outside their normal jurisdictional limits but inside the city limits of the City of Forney or the City of Terrell, shall have the same powers, duties, rights, privileges and immunities as if the team member was performing duties inside the member's own city in which he is normally employed.

Each Participating Agency agrees to furnish the necessary personal equipment and resources to their department members assigned to the Forney/Terrell SWAT Team to render services to each Participating Agency; provided however, that no Participating Agency shall be required to unreasonably duplicate its own equipment, resources, facilities and services in furnishing such assistance.

Each Participating Agency that furnishes personal equipment pursuant to this MOU agrees to bear the cost of loss or damage to that equipment and must pay any expenses incurred in the operation and maintenance of that equipment. Nothing herein shall prevent either Participating Agency from lending necessary equipment to the 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, but not limited to, 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, together with 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.

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

SECTION IX. – TERMINATION

Either Participating Agency may terminate their participation in this MOU upon delivery of written notice to the other Participating Agency. Termination will become effective ninety (90) days from receipt of such notice. Upon termination the Participating Agencies agree to coordinate the prompt return of any loaned equipment to the proper owner.

AGREED TO AND ACKNOWLEDGED on this the _____ day of _____, 2018.

TERRELL POLICE DEPARTMENT

By: _____

Printed name: _____

Title: _____

Date: _____

FORNEY POLICE DEPARTMENT

By: _____

Printed name: _____

Title: _____

Date: _____