

SWAT Standards For Law Enforcement Agencies



National Tactical Officers Association

Published September 2008



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NTOA SWAT Standards

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National Tactical Officers Association

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NTOA MISSION STATEMENT

The mission of the National Tactical Officers Association is to enhance the performance and professional status of law enforcement personnel by providing a credible and proven training resource, as well as a forum for the development of tactics and information exchange. The Association's ultimate goal is to improve public safety and domestic security through training, education and tactical excellence. The National Tactical Officers Association operates in accord with the principles of *Veritas Probitas et Virtus* (Truth, Honesty and Integrity).



OBJECTIVE

The NTOA hereby establishes SWAT Standards to serve as an efficient core set of concepts, principles and policies to standardize and enhance the delivery of tactical law enforcement services.



WORKING GROUP

- Rob CartnerSergeant (retired), Tulsa (OK) Police Department
- Kevan DuganCaptain, Pennsylvania State Police
- Thor Eells.....Commander, Colorado Springs (CO) Police Department
- Phil HansenLieutenant, Los Angeles (CA) County Sheriff's Department
- John Kolman.....Captain (retired), Los Angeles (CA) County Sheriff's Department
- Randy WattAssistant Chief, Ogden (UT) Police Department
- Scott Barker.....Deputy Director, Rural Law Enforcement Technology Center-NIJ
- John Gnagey.....NTOA Executive Director, Deputy Chief (retired), Champaign (IL) Police
Department
- Jim ClarkSergeant, Tulsa (OK) Police Department, NTOA Legal Section Chair
- Scott B. Wood, Esq.....NTOA Legal Counsel, Wood, Puhl & Wood PCLL, Tulsa (OK)



ACKNOWLEDGEMENTS

The NTOA Standards for SWAT could not have been developed without the combined effort of numerous dedicated SWAT operators and tactical commanders.

The National Tactical Officers Association gratefully acknowledges the hard work and leadership of the California Commission on Peace Officer Standards and Training (POST) and the many law enforcement officers, supervisors, managers and support staff who helped to develop California's SWAT Operational Guidelines and Standardized Training Recommendations. This document and the critical work of these pioneers, along with the work of the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA), served as a guide for the NTOA Standards for SWAT.



FOREWORD

On February 12, 2007, President George W. Bush signed Homeland Security Presidential Directive 19 (HSPD-19), which addresses the threat of terrorist use of explosives and IED's in the United States. The Directive, entitled: "Combating Terrorist Use of Explosives in the United States", tasks various federal agencies to collaborate in developing a layered national security strategy to deter, prevent, detect, and respond to terrorist use of explosives before the threat becomes imminent and which also ensures that protection and response efforts effectively neutralize or mitigate attacks should they occur.

HSPD-19 and the NTOA recognize that the coordination of joint response operations among bomb squads and tactical teams are critical to preparing for, deterring and defeating terrorist attacks. In order to facilitate joint operational capabilities across the tactical response spectrum, the NTOA believes that the development of Standards for SWAT Teams is critical. It is for this reason that this document and standards have been developed.

Achieving the requirements to unify a layered security approach includes capabilities and resources to enable, coordinate and modify layered security architecture in response to changing requirements. Designating a coordination mechanism to analyze and steer critical capabilities, such as readiness among first responders and bomb squads, works to integrate these efforts and supports the implementation of strategic goals. The United States can layer a



security approach through the creation of an organizational construct or designation of an existing entity responsible for coordinating and improving Federal Government efforts to combat terrorist use of explosives, including:

1. Training, standards and best practices
2. Information sharing
3. Research and development, and
4. Assessment of overall national capabilities

Recommendations for improving our capabilities to combat the terrorist use of explosives within the United States (HSPD-19) include the development of new guidelines for the employment, training and equipping of Special Weapons and Tactics (SWAT) teams for response to explosives operations and for bomb technicians that support SWAT operations.

For the past two years, the National Tactical Officers Association has been working closely with the Federal Emergency Management Agency rewriting the National Incident Management System (NIMS) document for SWAT/tactical teams minimum capabilities in relationship to the National Response Plan Emergency Support Function and developing the tactical operations Preparedness Critical Tasks and Measures/Metrics for SWAT. Homeland Security Presidential Directive 5 (HSPD-5) Management of Domestic Incidents, requires all federal departments and agencies to adopt and implement the NIMS and requires states, territories, tribes and local governments to implement it if they want to receive federal preparedness funding.



During this process it has become very clear that in order to ensure that SWAT/tactical teams meet minimum capabilities, standards for the employment, training and equipping of SWAT teams should be written by practitioners who perform these duties on a daily basis.

The NTOA Project Red II document, published in May 2007, reported the results of focus groups formed during the September 2005 NTOA Annual Tactical Operations Conference representing SWAT officers and commanders from 42 departments and 37 states, as well as the recommendations from two Tactical Technology Seminars (TTS) funded by the Department of Defense Technical Support Working Group (TSWG). The results of the Focus Groups and the TTS identified numerous urgent needs that must be addressed to better prepare U.S. domestic law enforcement to respond to a terrorist attack on a soft target:

- Develop national standards for the equipment necessary to implement a national strategy for first responders and SWAT teams.
- Develop a national strategy for SWAT teams with guidelines and objectives that can be used by state, county and city police departments in developing local standard operating procedures, equipment requirements and training objectives.
- Develop a national training policy on training curricula and time required to maintain proper proficiency in all basic skills for part-time and full-time SWAT members.
- Develop national guidelines on command and control of multiple SWAT teams tasked to work together with other agencies, such as the National Guard.



NTOA SWAT Standards

In 2005, the California Commission on Peace Officer Standards and Training published the California POST SWAT Operational Guidelines and Standardized Training Recommendations. This document contained guidelines and standardized training recommendations for law enforcement officers, supervisors, and administrators who are assigned to perform, supervise, or manage SWAT teams. This valuable document was often referred to during the development of the NTOA Standards for SWAT.

For questions concerning the NTOA SWAT Standards, please contact the NTOA Executive Director at 800-279-9127.

John Gnagey

Executive Director



INTRODUCTION

This document is the result of extensive efforts by the National Tactical Officers Association to establish standards for managing and operating Special Weapons and Tactics teams. The intent of these standards is to better prepare law enforcement to respond not only to emergency and high-risk incidents on a daily basis, but also to respond to a terrorist attack. The NTOA acknowledges that these written standards remove some of the flexibility afforded by guidelines, and as a result, may create some degree of consternation. It is the position of the NTOA that the decision to form a SWAT team carries with it the responsibility to provide the ongoing training, equipment, leadership and financial support necessary to create and maintain an effective team.

Where size and/or demographics limit the capabilities of an agency, these standards require that multi-jurisdictional resources be combined and coordinated in a manner which is consistent with reliable and safe interventions. Over the past twenty-five years, the National Tactical Officers Association has assisted many law enforcement agencies in developing multi-jurisdictional teams by providing references, documentation and training to facilitate their efforts. The NTOA remains committed and available to any law enforcement agency or its members who require assistance.



1.0

DEFINITION OF SWAT

- 1.1 A Special Weapons and Tactics (SWAT) team is a designated law enforcement team, whose members are recruited, selected, trained, equipped and assigned to resolve critical incidents involving a threat to public safety which would otherwise exceed the capabilities of traditional law enforcement first responders and/or investigative units.
- 1.2 SWAT is an accepted title for a team with specialized training and expertise as defined above and further defined within these standards.



2.0 SWAT TEAM PURPOSE

- 2.1 The primary purpose of SWAT is to provide a systematic approach to saving lives in accordance with the priorities of life and the specific standards set forth herein, in concert with the totality of circumstances presented.
- 2.2 While life safety is a priority of SWAT, the specific circumstances will dictate the level of force necessary to adequately protect the public and the officers involved. Resolution of some incidents may require the specific application of various levels of force, up to and including, deadly force.



3.0 SCOPE OF STANDARDS

- 3.1 The scope of these standards includes policies, procedures, training and tactics that relate to SWAT team organization, operations, personnel and equipment.



4.0 SWAT TEAM CONFIGURATION

- 4.1 SWAT teams shall be comprised of members with the training and expertise to responsibly engage in the following operations, in accordance with NTOA standards; at a minimum this shall include:
- Tactical Command
 - Containment
 - Emergency Action
 - Deliberate Action
 - Precision Long Rifle
- 4.2 Where size and/or demographics limit the capabilities of an agency, these standards require that multi-jurisdictional resources will be combined and coordinated in a manner which is consistent with reliable tactics, techniques and procedures. Coordination should comply with the laws of the relevant state, which may require mutual aid or intergovernmental agreements.



5.0 AGENCY POLICY GOVERNING SWAT TEAMS

- 5.1 Individual agencies shall develop written policies designed to meet the needs of their operational environment and which are also consistent with NTOA standards.
- 5.2 SWAT Policy Documents — Minimum Requirements;
- Team organization and function shall be detailed in a specific written policy, which includes an organizational diagram.
 - Missions assigned to SWAT teams shall include: hostage rescue, barricade, sniper, high-risk warrant service and high-risk apprehension, dignitary protection, terrorism response, special assignments and other incidents which exceed the capability and/ or capacity of an agency's first responders and/or investigative units.
 - Personnel selection, retention, dismissal and reinstatement criteria.
 - Training requirements as designated by tasks. Minimum time periods required to develop and maintain assigned critical skills.
 - Activation and deployment of the SWAT team.
 - Command relationships between the SWAT team, Incident Commander, Crisis Negotiation Team (CNT) and any other joint or support elements.
 - If applicable, Mutual Aid Agreements and/or governmental support requests shall be incorporated into policy.



5.0 CONTINUED AGENCY POLICY GOVERNING SWAT TEAMS

5.3 Agency policies and Standard Operating Procedures (SOPs) shall be reviewed annually and the review shall include a risk assessment based on the following criteria;

- Legal: Implications of legal rulings and precedents on current training and operations and policy.
- Training: Compliance with applicable law and NTOA standards, as well as ongoing assessment of risk management processes.
- Operational: Risk assessment of team assignments and tactical incident responses.

5.4 Agencies shall develop SOPs which detail appropriate guidelines for the conduct of team activities, such as;

- Training: Tactical command shall approve the development of appropriate annual plans, lesson plans, schedules, and management protocols for the conduct of training which are consistent with NTOA standards. This shall include, but are not limited to, designation and delineation of critical skills and the required internal certification processes as well as development of minimum training hour requirements based on the critical skills identified.



5.0 CONTINUED

AGENCY POLICY GOVERNING SWAT TEAMS

Training must incorporate current NTOA standards relating to safe conduct and the development of scenario-based exercises.

Minimum Training Standards - Collateral Part Time SWAT:

Prerequisite: 40 hours basic SWAT course

Monthly: 16 hours critical skills maintenance

Specialty assignments: An additional 8 hours per month (i.e., long rifle, tactical emergency medical support, etc.)

Annual: 40 hours in-service full team training

Minimum Training Standards - Full-Time SWAT:

Prerequisite: 40 hours basic SWAT course

Monthly: 25% of on-duty time, including specialty assignments.

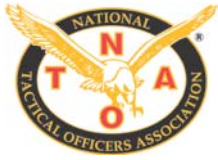
- Equipment: Appropriation, care, maintenance and removal of obsolete or faulty team equipment.
- Personnel: Selection, retention, mandatory physical and tactical competency and other appropriate personnel management processes, to include the development of protocols and processes for the selection of team leaders.



5.0 CONTINUED

AGENCY POLICY GOVERNING SWAT TEAMS

- Personnel: Selection, retention, mandatory physical and tactical competency and other appropriate personnel management processes; development of protocols and processes for the selection of SWAT commanders including minimum training and experience criteria before assumption of command.
- The design, activation and implementation of an appropriately staffed command post, which may include a Tactical Operations Center, Crisis Negotiation Center, Media Relations Center, etc.
- The development of appropriate protocols and procedures, including SOPs, for the conduct of long-term or extended operations. Protocols shall include, at a minimum, processes for relief and rotation of personnel and proper staffing and training of a supplemental incident command center.
- Develop an appropriate format for After Action Reports (AARs) which captures tactical and incident debriefing information for training purposes.
- SWAT command shall review all AARs, critiques, tactics and actions taken by all elements during the critical incident.
- SWAT command shall produce a written annual report, which shall include a recap of all activations, arrests, use of force, weapons/narcotics seizures and other critical information.



6.0 OPERATIONAL PLANNING

- 6.1 The SWAT team shall develop an operational plan in a consistent format for pre-planning purposes. The planning processes shall include target scouting; development of detailed written Operations Orders, detailed Operations Order briefings, operation rehearsals and pre-mission inspections.
- 6.2 Operational planning concepts shall include procedures for responding to ongoing or evolving incidents, including the development of SOPs relating to rapid responses to emergent situations.
- 6.3 All SWAT team members shall be trained and shall demonstrate proficiency in operational planning concepts.



7.0 SWAT TEAM AUGMENTATION

- 7.1 Where SWAT teams have access to additional supporting elements, they shall establish internal Standard Operating Procedures (SOPs) and/or external Memorandums of Understanding (MOUs), Memorandums of Agreement (MOAs) or Inter-Governmental Agreements (IGAs). At a minimum, these agreements shall clearly delineate, establish and specify law enforcement chain of command, operational control, duties and responsibilities of supporting units and joint training requirements. Agreements shall also specify which agency is charged with jurisdiction in the event of a criminal investigation involving the actions of a SWAT member, such as an officer involved shooting.



8.0 MULTI-JURISDICTIONAL SWAT OPERATIONS

- 8.1 The SWAT team shall develop appropriate agreements, protocols and procedures for support relationships between and among neighboring teams for the handling of extraordinary incidents which exceed the capabilities and resources of the primary jurisdictional team. Standard Operating Procedures (SOPs) and/or external Memorandums of Understanding (MOUs), Memorandums of Agreement (MOAs) or Inter-Governmental Agreements (IGAs) shall clearly delineate, establish and specify law enforcement chain of command, operational control, duties and responsibilities of supporting units and joint training requirements. Agreements shall also specify which agency is charged with jurisdiction in the event of a criminal investigation involving the actions of a SWAT member, such as an officer involved shooting.



SUPPORTING DOCUMENTS

Supporting Documents

- A. SWAT team configuration list with minimum numbers supporting 4.0
- B. Model policies supporting 5.0
- C. Model SOP supporting 6.0
- D. Model Multi-Jurisdictional/Inter-Governmental Agreements supporting 7.0
- E. Memorandums of Understanding supporting 8.0



SWAT TEAM CONFIGURATION

SWAT teams shall be comprised of members with the training and expertise to responsibly engage in the following operations, in accordance with NTOA standards; at a minimum this shall include:

- Tactical Command 1 - Team Leader
- Containment 4 - SWAT officers
- Emergency Action 5 - SWAT officers
- Deliberate Action 5 – SWAT officers
- Precision Long Rifle 2 – Two-person teams (one long rifle – one observer or two long rifle per team)

This minimum does not allow for the deployment of a vehicle assault team during a hostage situation or a sophisticated hostage rescue plan, which would require many more officers. The reality is that violent incidents require a large allocation of trained officers. When any single position is not filled because of a shortage of police SWAT personnel, the potential for failure is increased with each tactical position that goes vacant.

Where size and/or demographics limit the capabilities of an agency to minimally staff these positions, these standards require that multi-jurisdictional resources will be combined and coordinated in a manner which is consistent with reliable tactics, techniques and procedures. Coordination should comply with laws of the relevant state, which may require mutual aid or intergovernmental agreements.



NTOA

Sample SWAT Policy

Policy No: xx
Page: 1 of: 2

Subject SWAT Team	Effective Date
Department	Reviewed by
Division	Review Date
Authorized Signature	
Revisions are indicated by an *	

The NTOA is a multi-organizational special operations information and training resource. The decision to adopt or reject any suggestion rests with an organization's management body, based upon the law, political concerns, capabilities, agency objectives and community interests. The NTOA will continue to provide the membership with a tactical information resource, updates, suggestions, research, legal opinions, and innovations as a method of remaining contemporary and moving the special operations discipline forward. Any decision to adopt policy or implement procedures always rests with the concerned organization. In summary, it is not the intent of the NTOA to mandate that any policy be adopted by any organization.

I. PURPOSE

This policy identifies guidelines for governing the actions, activities and functions of the Special Weapons and Tactics (SWAT) team.

II. POLICY LIMITATION

This policy statement and the procedures thereunder are intended for department use only. The policies, procedures, and regulations are for internal agency administrative purposes and are not intended to create any higher legal standard of care or liability in evidentiary sense than is created by law. Violations of internal agency policies, procedures, regulations, or rules form the basis for disciplinary action by the agency. Violations of law form the basis for civil and/or criminal sanctions to be determined in the proper judicial setting, not through the administrative procedures of the agency.



III. POLICY

Recognizing that the presence of a highly-trained, highly-skilled SWAT team has been shown to substantially reduce the risk of injury or loss of life to citizens, police officers and suspects during the conduct of police special operations, and recognizing that a well-managed team response to police special operations usually results in successful resolution of such operations, it is the intent of the Police Department to provide a highly trained and skilled SWAT team as a resource for the conduct of police special operations.

The mission of the SWAT team is to conduct police special operations where appropriate and as assigned. Police special operations consist of, but are not limited to, hostage situations, barricade situations, sniper situations, high-risk apprehension, high-risk warrant service, personal protection details, supporting special events, special assignments and acts of terrorism.

The response process utilized by the SWAT team for handling police special operations will be the NIMS Incident Command System (ICS).

- A. The SWAT team shall consist of the following personnel:
 - 1. Team Leader
 - 2. Assistant Team Leader
 - 3. Tactical Personnel (no. of)
 - 4. Support Personnel (no. of)

- B. The SWAT team shall develop processes for the following personnel activities:
 - 1. Selection of appropriate personnel for assignment to SWAT duties.
 - 2. Factors for the retention of qualified personnel.
 - 3. Removal of substandard performers from the team.
 - 4. The return of formerly qualified members to the team.

- C. The SWAT team shall develop and enact a formalized SWAT training program consistent with current National Tactical Officer's Association (NTOA) standards and in keeping with the appropriate NIMS "All Hazards Manual" for the development of training calendars, schedules and resourcing.



The SWAT team shall train, at a minimum, (Collateral duty (part-time)) according to the following schedule; 40 hours basic SWAT course, 16 hours training per month, 8 hours additional (in addition to the 16-hours requirement) for personnel with specialized skills identified as requiring additional training, and 40-hours annual in-service team training event, including at least one annual training event that focuses on the SWAT team's role in "All Hazards Manual" response. Full-time teams shall train 25% of their on-duty time.

- D. The SWAT team shall develop a formal system for the appropriation, maintenance and removal of obsolete equipment from the team's equipment inventory. The team shall conduct quarterly inventories of equipment and shall assign responsibility for the care and maintenance of individual and team equipment to appropriate team members. The team shall develop a program of responsibility and accountability for all equipment. Team equipment processes shall ensure the continuous certification of time-sensitive equipment, such as SCBA and CBRNE equipment items.
- E. The SWAT team shall, when necessary, utilize a response protocol that enacts the following activities during the conduct of an operation:
 - 1. Command Post Operations
 - 2. Containment
 - 3. Long-Rifle Operations
 - 4. Emergency/Deliberate Action Operations
 - 5. Negotiation Operations
 - 6. Medical Support Operations
 - 7. CBRNE Operations.
- F. The SWAT team shall conduct formal and documented After Action Reports (AARs) of all police special operations and all team training events. The team shall maintain copies of AAR documents for a period of 7 years and shall utilize the documents to assist in guiding the training program.
- G. The SWAT team shall produce an annual report that specifies the training, operations and other appropriate information as directed by the agency.
- H. The SWAT team shall develop and maintain a current Standard Operating Procedures (SOP) manual that provides depth and detail to the above listed criteria and activities.
- I. This policy shall be reviewed annually and updated as appropriate in compliance with applicable law.



- J. The SWAT team shall establish appropriate memorandums of agreement with adjacent or area SWAT teams or appropriate agencies, in accordance with applicable law and NTOA standards, for mutual aid support. The memorandums of agreement shall define, at a minimum, geographical boundaries, joint communications methodologies, responsibilities regarding concurrent jurisdiction, procedures for activating the mutual aid agreement, and the legal authority of mutual aid participants.
- K. Use of force by the SWAT team shall be consistent with applicable laws and agency policies on the use of force and the resulting use of force investigation protocols.

By Reference:



NTOA

SAMPLE NTOA STANDARD OPERATING PROCEDURES (SOP)

This document contains procedures for personnel, training, equipment management and operations for the SWAT team in accordance with NTOA Standards for SWAT. This SOP shall be annually reviewed for content and currency.



SECTION 1: SWAT Missions

Definitions and explanations of the SWAT missions.

SECTION 2: NIMS ICS

Delineation of the ICS as the command management methodology; delineates relationship between Incident Commander and Tactical Commander, if one exists.

SECTION 3: Risk Management

The team's philosophy and concept for the analysis and mitigation of unacceptable risk for the three main risk categories: Training, Operations and Legal.

SECTION 4: Personnel Positions and Duty Descriptions

Descriptions of each team position and the duties that position fulfills. Includes terrorism information position in accordance with CALEA standard (46.3.1), for the purpose of "information sharing and intelligence dissemination of terrorist-related materials inter-agency."

SECTION 5: Selection, Retention, Dismissal and Reinstatement of Team Personnel.

A. Personnel Selection

- A statement on the reasons for selection.
- Application criteria.
- An explanation of the selection process.

B. Probationary Status

- An explanation of probationary requirement for initial selection to SWAT.
- An explanation of requirements for successful completion of probationary period.



C. Dismissal

- An explanation of the factors which will result in dismissal from the team.
- An explanation of the impact of injury on team membership.

D. Reinstatement

- An explanation of the process by which former team members may be reinstated to the team.

SECTION 6: Training Management

A. Training Philosophy

- An explanation of the importance of training.
- An explanation of the team's complete training management program.
- An explanation and delineation of the team's Critical Skills List and a reference to the location of the specific document.

B. Training Certification

- An explanation of how the Team Leader will “certify” the team as mission-capable.
- An explanation of how the Team Leader will “certify” individual team members as mission-capable.

C. Training Management Process

- An explanation of documents created and utilized for managing team training, including Training Calendar, Training Schedules, Training Support Forms, Training Orders and Instructions.

D. Training Safety

- An explanation of required training safety processes and procedures.



E. After Action Reports (AARs)

- An explanation of and the process for the conduct and documentation of AARs for all training events and operations.

SECTION 7: Equipment Management

A. Issued Equipment

- An explanation and list of equipment and uniform requirements that are the responsibility of the individual team member.
- An explanation and list of the equipment and uniform requirements that are the responsibility of the team.

B. Care and Maintenance of Equipment

- An explanation of the team's equipment maintenance program, including the spreadsheet and other documents for equipment tracking.
- An explanation of the maintenance requirements and the sanctions for failure to maintain equipment or fulfill assigned maintenance responsibilities.
- An explanation of the equipment maintenance inspection process, including the mandatory quarterly inspection and the once-per-year 100% inventory.

C. Equipment Storage

- An explanation of the storage requirements and processes for the storage of team equipment, including applicable federal, state and local laws and ordinances.
- An explanation of the maintenance process and storage of team vehicles.

D. Purposes of Special Equipment

- An explanation of why and for what purpose items of special equipment are utilized; includes the explanation of required special weapons and munitions (recommended that this become required knowledge for all team members).



SECTION 8: Response Processes and Operational Protocols

- A delineation of the main operational responses and requirements, e.g., Command Post operations, Containment, Long-Rifle operations, Emergency Actions operations, Negotiation, Medical Support operations, CBRNE operations.
- An explanation of the expectation for initial stabilization procedures by patrol/first responders, as well as designation of duties until SWAT arrives.

A. Use of Deadly Force

- An explanation, with legal and policy references, as to the use of deadly force by team members.

B. Deadly Force Investigation and Protocols

- An explanation of how the process of investigating deadly force incidents will be conducted in regards to team members and incidents.

C. Priority of Life

- An explanation of the team's philosophy of life priority during incidents for tactical planning processes, e.g., hostages, officers, suspects.

D. Call Out Response Procedures

- An explanation of the activation and call out process for the team.
- An explanation of the initial planning process for response to an activation.
- Processes that facilitate initial and continual planning and response.
- Processes for responses to pre-planned (staged) and emergent (immediate action) operations.
- Leadership processes for incident response, planning and operations.
- An explanation of tactical response options and emphasis thereon.
- A description of the written order format, content and process.



E. SWAT Team Leaders Duties and Responsibilities

- An explanation of the individual and team duties of all team leaders according to team organization.
- An explanation of the operational duties of all team leaders.

SECTION 9: Annual Report

- An explanation and template for the drafting of the annual report.

SECTION 10: Mutual Aid

- An explanation of mutual aid relationships affecting the team.
- Attachment of exhibits containing copies of all agreements.



Joint Regional Explosives Unit Intergovernmental Agreement

This Intergovernmental Agreement, dated this ___ day of , _____, is made between the (*City Name*) , a home rule city and (*City Name*) municipal corporation, by and through the (*City Name*) Police Department (“City”), and (*County Name*),(*State Name*) (, by and through the (*County Name*) County Sheriff’s Office (“County”), under the authority of C.R.S. §

29-1-203.

In consideration of the mutual promises and benefit to the Parties, the City and the County agree as follows:

1. Historically, the City and the County both have independently operated Explosives Units. The Parties agree to cooperate in the operation of these two Explosives Units with each agency retaining its autonomy and mutually handling the call for service load and training together for the benefit of the community.
2. Maintaining the capability to safely handle explosives and hazardous devices, and the ability to effectively investigate explosions and illegally improvised destructive devices, is necessary to protect the general health, safety and welfare of the citizens of the City and the County.
3. The County and the City wish to cooperate in making the most efficient use of citizens’ tax dollars by maximizing the use of law enforcement equipment and personnel. To this end, the County and the City find it in their mutual interest to operate a Joint Regional Explosives Disposal Unit (“Metro Explosives Unit”) under the terms below.
4. Personnel
 - a) The Metro Explosives Unit shall be staffed with personnel from the City and the County. The City shall provide staffing as follows: (1) Sergeant (supervisor) who is certified as a Hazardous Devices Technician, (4) Police Officers certified as Hazardous Devices Technicians, and (2) police officer Para-technicians. The County shall provide (2) deputy sheriffs who are certified as Hazardous Devices Technicians. Salary and benefits for City personnel shall be determined and paid for by the City. Salary and benefits for County personnel shall be determined and paid for by the County.

The City and County personnel staffing of this Unit shall be on a part-time basis, with personnel activated for the investigation of incidents involving



explosions, suspected explosives and suspicious and hazardous devices, and for regular, periodic training.

As used in this Agreement, the term “Hazardous Devices Technician” means a peace officer who has successfully completed the 160-hour (or 200-hour) Hazardous Device Technician’s Course conducted by the Federal Bureau of Investigation and U.S. Army Ordnance at Redstone Arsenal, Alabama.

- b) Functional supervision for all personnel on-duty as members of the Metro Explosives Unit will be the duty of the City Sergeant assigned to the Explosives Unit. Supervision shall include, but not be limited to scheduling and assigning training, determining call-out assignments, determining assignment of cases for investigative follow-up, and review and approval of work product. Discipline, if necessary, shall be the responsibility of the City for City personnel, and the County for County personnel. Each agency shall be liable for the conduct of its employees assigned to the Unit.
 - c) A City Tactical Operations Lieutenant (Lieutenant) shall be responsible for management oversight of the Metro Explosives Unit. Oversight shall include, but not be limited to scheduling, deployments, training, control of inventory and budgetary recommendations.
6. Capital Equipment.
- a) Capital equipment is defined as items that meet the City definition of “capital equipment” if purchased by the City, and the County definition of “capital equipment” if purchased by the County.
 - b) Each agency may purchase capital equipment without the approval or authorization of the other agency. This equipment will remain the sole property of the purchasing agency, but may be shared to benefit the Metro Explosives Unit.
7. Operating Supplies and Minor Equipment.
- Operating supplies and minor equipment is defined as any minor equipment and supplies that are necessary for the efficient and effective operation of the Metro Explosives Unit, and which do not meet the City definition of “capital equipment”. Operating supplies and minor equipment shall be by each respective agency to meet their operational requirements.
8. Other Operating Costs.
- Costs for purchasing, operating and maintaining City vehicles assigned to the Metro Explosives Unit shall be the responsibility of the City. Costs for operating and maintaining County vehicles assigned to the Metro Explosives Unit shall be the responsibility of the County.



9. Work Assignments.
 - a) Assignment of work and tasks is the responsibility of the Metro Explosives Unit Sergeant.
 - b) Personnel will be assigned to duties in the Metro Explosives Unit and at crime scenes without regard to the specific location of the crime. County personnel may be assigned to work in City jurisdiction and City personnel may be assigned to work in County jurisdiction. The investigator in charge of the scene will provide on-scene direction with the understanding that specific tactics to be used in the handling and disposal of hazardous devices shall be at the discretion of the Metro Explosives Unit.
10. Case Reporting and Evidence Procedures.
 - a) Personnel assigned to the Metro Explosives Unit will utilize case report forms from their respective agency to document all activities associated with case investigations, collection of evidence and disposal of explosives. An Outside Agency Assist report may be initiated to document assistance to another agency.
 - b) Evidence requiring storage in explosive bunkers will be housed in the bunker of the agency having primary jurisdiction for the investigation.
11. The term of this Agreement shall remain in effect indefinitely. Either party may terminate this agreement at any time by giving the other party sixty (60) days written advance notice of termination. In the event of termination of this Agreement, the purchaser shall retain capital equipment.
12. This Agreement is expressly made subject to the appropriation of fines by the City Council and the Board of County Commissioners. Nothing in this Agreement herein shall be construed to require the appropriation of funds by any governing body. No modification or amendment of this Agreement or the terms herein shall be effective unless reduced to writing and signed by the parties.
13. Nothing in this Agreement shall be construed to place the officers of the City or County under the employment of the other party. Each party remains responsible for all pay, entitlements, employment decisions, liabilities, legal defense, and worker's compensation liabilities, for its own members. Nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does any party waive its immunities at law, including immunity granted under the (*State Name*) Governmental Immunity Act.
14. The City and County understand that each party may have in place certain mutual aid agreements that could require the deployment of all or a part of the



Metro Explosives Unit to another jurisdiction in response to a call for aid. The parties agree to support each other's mutual aid responses as they pertain to the deployment of the Metro Explosives Unit and to cooperate in the provisions of explosives services to outside jurisdictions.

15. The City and County agree to waive any and all claims against each other for compensation for any performance, loss, damage, personal injury or death as a consequence of this Agreement.

16. This Agreement is subject to and shall be interpreted under federal law and the law of the state of (*State Name*), and the Charter, City Code, ordinances, rules and regulations of the City of (*City Name*), (*State Name*). Court jurisdiction shall be exclusively in the District Court for (*County Name*) County, (*State Name*).

FOR (*County Name*) COUNTY
(*Department Name*) COUNTY SHERIFF'S OFFICE

SHERIFF: _____

DATED THIS DAY OF _____, _____

APPROVED AS TO FORM: _____

County Attorney

FOR THE CITY OF (*City Name*)
(*Department Name*) POLICE DEPARTMENT

CHIEF OF POLICE: _____

DATED THIS DAY OF _____, _____

APPROVED AS TO FORM: _____

City Attorney



DEPARTMENT OF THE AIR FORCE

MEMORANDUM FOR (*Department Name*) Police Department
(*Department Address*)

FROM:

SUBJECT: Memorandum of Agreement (MOA) Between (*Agency Name*) and the
(*Department Name*) Police Department.

1. Subject MOA is due for triennial review “Support Agreement Procedures”. Please review the MOA very carefully and submit your additional changes, deletion, or your concurrence and signature to this office at your earliest convenience, but NLT (*Date*).
2. If you have questions or require additional assistance, please contact me at (*Telephone number*) or email.

(*Name*)

Support Agreements Manager

Attachment:

Support Agreement (*Document number*)



MEMORANDUM OF AGREEMENT

BETWEEN

(*Agency Name*), (*State Name*)

AND

THE (*Department Name*) POLICE DEPARTMENT

1. **PURPOSE:** This agreement defines procedures associated with the (*Department Name*) Police Department response to hostage situations and other critical incidents upon request of the proper military authority.

2. **GENERAL:** In line with Chief of Staff (*Agency Name*) guidance, and in cooperation with the (*City Name*) Military Installation Partnership, this agreement documents responsibilities and procedures between the (*Agency Name*) and the (*Department Name*) Police Department, regarding the utilization of the (*Department Name*) Police Department Tactical Enforcement Unit on (*Agency Name*) Base and (*Agency Name*). This agreement is entered into between the Commander of the (*Agency Name*), (*Agency Name*) Base, (*State*), (*Agency Name*) Station, and the Chief of Police, (*Department Name*) Police Department.

3. **ASSUMPTIONS:**

- a. All the pertinent laws, rules, and regulations of the United States, its agencies and the State of (*State Name*) heretofore and hereafter enacted or issued shall be incorporated in and deemed a part of this agreement.
- b. Any provisions of this agreement which are contrary to or violate any laws, rules, or regulations of the United States, its agencies, or the State of (*State Name*), shall be void and have no force or effect; however, both parties to this agreement agree to promptly notify the other party of any known or suspected continuing violation of such laws, rules or regulations.
- c. (*Agency Name*) Base comes under the jurisdiction of the (*Department Name*) Police Department. The proprietary jurisdiction of (*Agency Name*) Station allows for the response of (*Department Name*) Police Department onto the (*Agency Name*) Station proper. By requesting the (*Department Name*) Police Department Tactical Enforcement Unit's response to a hostage situation or other critical incident, the (*Agency Name*) relinquishes tactical control of the situation. The (*Department Name*) Police Department will advise military officials of all tactical operations and maintain control of the situation.

4. **RESPONSIBILITIES:**

- a. (*Agency Name*) Commander will maintain responsibility for hostage situations until the (*Department Name*) Police Department Tactical Enforcement Unit takes control of the situation.



- (1) (*Agency Name*) Commander will dispatch an on-scene commander to assume command and control of the security forces. A Disaster Control Group with representatives from all support agencies will form and respond to the military command post at the direction of the military on-scene commander.
 - (2) The military on-scene commander will be the primary liaison between the (*Department Name*) Police Department and the (*Agency Name*). The military on-scene commander leads the Disaster Control Group and is the senior military representative on scene.
- b. The (*Agency Name*) will, through the military on-scene commander and the Disaster Control Group, task subordinate units to provide requested support.
- (1) The (*Agency Name*) On-Scene Commander will:
 - (a) Exercise command and control of all security forces and act as primary advisor to the installation commander.
 - (b) Prior to the arrival of the (*Department Name*) Police Department, security forces will locate and isolate suspects and create an inner perimeter.
 - (c) Cordon the area, evacuate all non-essential personnel, and create an outer perimeter.
 - (d) Establish a military command post near the inner cordon.
 - (e) Coordinate activities and assist other law enforcement agencies at the scene.
 - (f) Provide mobile command post capability at the scene.
 - (g) Make available provisions and temporary lodging to the hostages, responding personnel, and displaced personnel as directed by the on-scene military commander.
 - (h) Issue available clothing and supplies as needed. Issues must be approved by the on-scene military commander.
 - (2) The (*Agency Name*) Operations Center will:
 - (a) Recall base agencies at the direction of the (*Agency Name*) Commander or when notified by the security forces.
 - (b) Activate the battle staff/support battle staff, as required.
 - (3) The (*Agency Name*) Chaplain will:
 - (a) Provide religious support at the on-scene military command post, if requested.
 - (b) Not assume role as a negotiator.



- (4) The (*Agency Name*) Communication Unit will:
- (a) At the direction of the Tactical Enforcement Unit commander or (*Department Name*) Police Department staff officer direction, establish and control telephone communications between the hostage negotiation team and the hostage taker in the event the hostage telephone cannot be deployed. As a minimum, provide cellular telephones, hardwire point-to-point communications, additional radios capable of frequency/net adjustments, and secure telephone capabilities.
 - (b) Establish communication between the on-scene military command post and the following locations: (*Agency Name*) command post, or operations center, hostage negotiation team, media center, and the (*Agency Name*) security forces desk.
 - (c) If directed by the Tactical Enforcement Unit commander, shut down all telephone, computer network, and communication equipment lines to and from the incident scene.
- (5) The (*Agency Name*) Civil Engineer Unit will:
- (a) Provide current building floor plans and layouts.
 - (b) Provide personnel, materials, heavy equipment, upon request from the (*Department Name*) Police Department Tactical Enforcement Unit commander or (*Department Name*) staff officer.
 - (c) Control utilities, heat, electricity, water, etc., for the affected area as directed by the (*Department Name*) Police Department Tactical Enforcement Unit commander.
- (6) The (*Agency Name*) Transportation Unit will:
- (a) Provide additional vehicles to security forces upon request from the (*Agency Name*) on-scene military commander.
 - (b) Provide transportation to displace personnel at the direction of the military on scene commander.
 - (c) Provide transportation from the staging area to the on-scene military commander.
 - (d) Relocate equipment or other assets.
 - (e) Provide technical support to responding forces for entry and egress points for specific equipment.
- c. The (*Department Name*) Police Department Crisis Negotiation Team will:
- (1) Interview released hostages or witnesses regarding information on the situation.



- (2) At the discretion of the Tactical Enforcement Unit commander, evaluate threat information with regard to intentions of the hostage takers and assess their capabilities.
 - (3) Advise the Tactical Enforcement Unit commander and on-scene military commander on counter-intelligence and investigative matters.
- d. The *(Department Name)* Police Department will:
- (1) Dispatch the Tactical Enforcement Unit, to include trained crisis negotiators, to hostage situations.
 - (2) Assume the interior perimeter/cordon around such an event and establish negotiations with any suspects.

5. Specialized Rules of Engagement for the Protection of *(Agency Name)* Priority A, B, and C Resources.

- a. In the event a scenario occurs in which protection of *(Agency Name)* Priority A, B, and C Resources becomes an issue and *(Department Name)* Police Department guidelines prohibit the use of deadly force, use of deadly force will be performed, if necessary, by the United States *(Agency Name)*, Security personnel, or other federal agency personnel authorized to employ deadly force under the circumstances.
- b. In accordance with this guidance, *(Department Name)* members may make any necessary immediate decisions to employ deadly force to prevent serious injury or loss of life.
- c. When possible, *(Department Name)* will inform the on-scene military commander of the decision to use deadly force before it is employed.
- d. The *(Department Name)* Police Department will participate in *(Agency Name)* exercises when able.
- e. The *(Department Name)* Police Department and the *(Agency Name)* recognize the importance of joint exercise participation.
- f. The *(Agency Name)* will contact the *(Department Name)* Police Department Tactical Enforcement Unit commander and inform them of agency exercise planning meetings.
- g. The *(Department Name)* Police Department Tactical Enforcement Unit commander will coordinate exercise participation and illustrate *(Department Name)* specific training requirements.
- h. The *(Agency Name)* will tailor scenarios to ensure that *(Department Name)* objectives will be met during exercises.



6. AGREEMENT AND ADMINISTRATION: This Memorandum of Agreement is effective upon signature of the Commander, (*Agency Name*) and the Chief, (*Department Name*) Police Department, after approval by the (*City Name*) City Council. It will be reviewed periodically from the signature date of (*Agency Name*) Commander. The termination of this Memorandum of Agreement will be by notice in writing to the (*Agency Name and Address*) or to the (*Department Name and Address*). This agreement can be changed at any time by mutual consent of the parties.

Approving Authority:

Chief Plans & Programs

_____ Date: _____

(Agency) Chief of Police



Federal Correctional Complex (*Agency Name*)

Memorandum of Understanding

Number: MOU___

Date:

Subject: Memorandum of understanding between the Federal Correctional Complex and the (*Department Name*) Police Department for the use of the Federal Correctional Complex's obstacle course

This Memorandum of Understanding (MOU) is hereby entered into between the Federal Correctional Complex, (*Agency Name*), hereinafter referred to as (*Agency Name*), and the City of (*Department Name*) Police Department, hereinafter referred to as (*Department Name*). The parties agree as follows:

I. PURPOSE/SCOPE:

- A. The purpose of this MOU is to set forth the procedures and conditions for use of the obstacle course and firing range located at (*Agency Name*) by the (*Department Name*) Special Weapons and Tactics team (SWAT).
- B. This MOU is not intended to be an all-inclusive agreement between (*Agency Name*) and the (*Department Name*). This MOU shall not affect any pre-existing, independent relationship(s) between the parties or between the parties and any other third party or parties.

II. GOALS:

It is mutually agreed that an MOU should be established to clarify the standards and procedures for scheduling use, and the use of the obstacle course and firing range located at (*Agency Name*) by the (*Department Name*) SWAT, for the purpose of maintaining positive relations.

III. IMPLEMENTATION:

The (*Agency Name*) and the (*Department Name*) will set forth procedures for implementation of this MOU. The (*Agency Name*) and the (*Department Name*) will provide contact persons for scheduling use and the use of the obstacle course and firing range located at (*Agency Name*).



IV. RESPONSIBILITIES:

A. (*Agency Name*)

1. The (*Agency Name*) will authorize, upon written request of the (*Department Name*), SWAT to use (*Agency Name*) obstacle course and/or firing range.
2. The written request must be made to the Warden at the United States Penitentiary, Administrative Maximum, (*City and State*), hereinafter referred to as (*Agency Name*), and specify the proposed dates, time, and estimated duration. All scheduling for the use of the obstacle course and/or firing range must be done in advance.
3. The approval of the request will be based upon the availability of the obstacle course and firing range, so as not to conflict with (*Agency Name*) training needs or prior reservations.
4. A response letter will be returned upon approval.
 - a. The (*Agency Name*) will provide, upon written request of the (*Department Name*), and with the approval of the Warden, (*Agency Name*), or his/her designee, training to the designated Training Coordinator of the (*Department Name*) SWAT on the proper and efficient use of the obstacle course and firing range. All procedures and requirements must be strictly followed by the (*Department Name*) SWAT during the use of the obstacle course and firing range.
 - b. Prior to using any (*Agency Name*) facilities, all the (*Department Name*) SWAT personnel must sign a waiver assuming the risk of any injuries that may occur to them while using the facilities, and releasing (*Agency Name*) and the Federal Bureau of Prisons from any liability for injuries occurring on (*Agency Name*) property.

B. (*Department Name*) Police Department

1. The (*Department Name*) must submit a written request for the (*Department Name*) SWAT use of the obstacle course and/or firing range to the Warden, (*Agency Name*), which specifies date, time, and estimated duration to schedule the use of the obstacle course and/or firing range. It is understood that the obstacle course was designed to enhance the Special Operations Response Team at (*Agency Name*), and it intended the obstacle course be used by specially trained law enforcement officers.
2. The scheduling of the use of the obstacle course and firing range must not conflict with (*Agency Name*) training needs or prior reservations.



3. The *(Department Name)* recognizes that use of *(Agency Name)* obstacle course and firing range is an inherently dangerous activity, and in consideration for being allowed the use of *(Agency Name)* facilities, the *(Department Name)* assumes the risk of any injuries that may occur to theft staff while using the facilities, and releases *(Agency Name)*, the Federal Bureau of Prisons, and the United States from any liability for injuries occurring on *(Agency Name)* property. The *(Department Name)* will assume full responsibility for all injuries incurred by its SWAT personnel while utilizing the obstacle course and firing range.

4. Prior to the use of the obstacle course and firing range by the *(Department Name)* SWAT personnel, each person must sign a waiver containing the above provision.

- a. The *(Department Name)* SWAT will assume responsibility for basic clean-up of the obstacle course and firing range after use.
- b. Alcoholic beverages will not be permitted on *(Agency Name)* property, which includes the obstacle course and firing range.
- c. The *(Department Name)* SWAT shall designate a Training Coordinator. The Training Coordinator will be instructed on the proper use of the obstacle course and firing range by *(Agency Name)* staff. Once *(Agency Name)* provides such instruction to the Training Coordinator, that person assumes responsibility to instruct all SWAT participants on the proper use of the obstacle course and firing range and to oversee the actual use of the obstacle course and firing range.
- d. The Training Coordinator is responsible for reporting to *(Agency Name)* any misuse or unsafe use of the facilities, or any equipment in need of repair. The Training Coordinator shall notify the Warden, *(Agency Name)*, in writing of any misuse, or unsafe use of the facilities, or if any equipment is in need of repair.

V. MODIFICATION PROCEDURES:

Any party may propose a modification to this Agreement at any time. All proposed modifications will be in writing and will become effective only upon the written agreement of all parties.

VI. ANTI-DEFICIENCY ACT:

Nothing contained herein shall be construed to obligate the Federal Bureau of Prisons, or *(Agency Name)* to any expenditure or obligation of funds in excess or in advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.



VII. DISPUTE RESOLUTION:

In the event of a dispute between the parties, the parties agree that they will use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

VIII. LIABILITY/INDEMNIFICATION:

Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available to them pursuant to federal law and state law. Neither party agrees to insure, defend, nor indemnify the other party.

IX. THIRD PARTY CLAIMS:

This Agreement is for the sole and exclusive benefit of the signatory parties, and shall not be construed to bestow any legal right or benefit upon any other persons or entities.

X. TERM OF THE AGREEMENT:

This Agreement will become effective upon the date of final signatures of all parties, as designated below, and remain in effect indefinitely, until terminated by mutual agreement by all parties, or by either party upon sixty days advanced written notice to the other party.

_____	_____	_____	_____
Name	Date	Chief of Police	Date



(Agency Name)

(Date)

MEMORANDUM FOR *(Department Name)* POLICE DEPARTMENT

ATTN: OFFICER *(Name)*

FROM: *(Agency Name and Address)*

SUBJECT; Support Agreement between *(Agency Name)* and *(Department Name)* Police Department (Receiver)

1. Attached are the new support agreement between *(Agency Name)* and the *(Department Name)* Police Department. Please review the agreement. All changes your organization requested have been incorporated.
2. If you agree with the agreement as written, please have your resource advisor or budget analyst sign the above their typed name. Additionally, please have your approving authority type in block 9(c) 1-3 and sign in Block 9(c) 4-5.
3. Please return the original agreement, with signatures, to *(Agency Name and Address)* no later than *(Date)*. At that time, we will assign an agreement number and obtain the signature of our approving authority. Once all necessary signatures have been obtained, I will make distribution to your organization and all *(Agency Name)* support organizations.
4. If you have any questions, please contact me or *(Name)*, *(Address, Telephone Number and e-mail address)*.

(Name)



SUPPORT AGREEMENT			
1. AGREEMENT NUMBER <i>(Provided by Supplier)</i>	2. SUPERSEDED AGREEMENT NO. <i>(If this replaces another agreement)</i>	3. EFFECTIVE DATE (YYMMDD)	4. EXPIRATION DATE <i>(May be "Indefinite")</i>
5. SUPPLYING ACTIVITY		6. RECEIVING ACTIVITY	
a. NAME AND ADDRESS		a. NAME AND ADDRESS	
b. MAJOR COMMAND		b. MAJOR COMMAND	
7. SUPPORT PROVIDED BY SUPPLIER			
a. SUPPORT <i>(Specify what, when, where, and how much)</i>		b. BASIS FOR REIMBURSEMENT	c. ESTIMATED REIMBURSEMENT
ADDITIONAL SUPPORT REQUIRMENTS ATTACHED: <input type="checkbox"/> YES			
8. SUPPLYING COMPONENT		9. RECEIVING COMPONENT	
a. COMPTROLLER SIGNATURE	b. DATE SIGNED	a. COMPTROLLER SIGNATURE	b. DATE SIGNED
		<input type="checkbox"/> NO	
c.. APPROVING AUTHORITY		c.. APPROVING AUTHORITY	
(1) Typed Name		(1) Typed Name	
(2) Organization	(3) Telephone Number	(2) Organization	(3) Telephone Number
(4) Signature	(5) Date Signed	(4) Signature	(5) Date Signed
10. TERMINATION <i>(Complete only when agreement is terminated prior to scheduled expiration date.)</i>			
a. APPROVING AUTHORITY SIGNATURE	B. DATE SIGNED	a. APPROVING AUTHORITY SIGNATURE	B. DATE SIGNED



(Agency Name) POLICE DEPARTMENT

B31. Category of Support: **TRAINING SERVICES**

SUPPLIER WILL:

- a. Provide for the opening/closing of the firing range on an as available basis.
- b. Notify the RECEIVER of quarterly meetings.
- c. Provide for the annual certification of RECEIVERS instructors as requested. (M-16, A-2, MP5K, 9mm, and 308 sniper rifles)
- d. Notify RECEIVER with prior written 24 hours notice if they are bumped from scheduled range time due to a higher priority and/or work restraints (wartime situation, mobilization of activity duty troops, etc). This letter may be Faxed to the (*Department Name*) Police Department, attention Officer (*Name*), at (*FAX number*).
- e. Provide use of classrooms and facilities, on an as available basis.

RECEIVER WILL:

- a. Provide the SUPPLIER in writing a request for the use of the facilities three (3) months prior to actual firing date. RECEIVER will request use of the range two (2) times per year (tentative dates) for M-16, A-2, MP5K, 9mm, and 308 sniper rifle training.
- b. Provide responsible officials to attend quarterly meetings.
- c. Request annual verification of qualification of instructors three (3) months in advance.
- d. Submit letter of cancellation to SUPPLIER for the rescheduling of range time at least 48 hours prior to scheduled training date. RECEIVER may notify SUPPLIER by fax at (*FAX number*).
- e. Provide own firearms, ammunition, magazines, targets, backers, ear and eye protection, and cleaning equipment.

COST CALCULATIONS

(Assigned Personnel)

Total Estimated Cost = \$ ACTUAL COST Annually



(Department Name) POLICE DEPARTMENT

Category of Support: **OTHER SUPPORT:** JACK’S VALLEY TRAINING COURSES

SUPPLIER WILL:

- a. Provide access to Jack’s Valley Confidence Course as requested by the RECEIVER and as scheduled by the SUPPLIER.
- b. Notify RECEIVER in writing 48 hours prior to scheduled date if RECEIVER is bumped from scheduled date due to a higher priority. This letter may be Faxed to the *(Department Name)* Police Department, attention Officer *(Name)*, at *(FAX number)*.
- c. If RECEIVER is bumped, reschedule RECEIVER, in writing, for the next available date. This letter may be Faxed to the *(Department Name)* Police Department at *(FAX number)*.
- d. Provide briefing for RECEIVER’S personnel within two weeks prior to event.
- e. Provide master copy of “Liability Waiver and Harmless Agreement” to RECEIVER

RECEIVER WILL:

- a. Provide the SUPPLIER in writing request for the use of the facilities three (3) months prior to the date being requested. RECEIVER will request use of the course two (2) times per year (spring and fall).
- b. Notify SUPPLIER in writing 48 hours prior to scheduled date if RECEIVER must cancel. This letter may be Faxed to *(Agency Name)*, attention *(Name)*, at *(Telephone number)*.
- c. Comply with SUPPLIER’S policies and procedures.
- d. Schedule briefing with SUPPLIER within two weeks prior to event. Contact the *(Agency Name)*, attention *(Name)*, at *(Telephone number)*.
- e. Provide SUPPLIER with completed “Liability Waiver and Harmless Agreement”.

COST CALCULATIONS

(Assigned Personnel)

Total Estimated Cost = \$ ACTUAL COST Annually



MANDATORY REIMBURSEMENT CATEGORIES

A-1	CHAPEL AND CHAPLAIN SERVICES	\$ N/A
A-2	COMMAND ELEMENT	\$ N/A
A-3	COMMON USE FACILITY OPERATIONS, MAINTENANCE, REPAIR AND CONSTRUCTION	\$ N/A
A-4	DISASTER PREPAREDNESS	\$ N/A
A-5	ENVIRONMENT COMPLIANCE	\$ N/A
A-6	FIRE PROTECTION	\$ N/A
A-7	LIBRARIES	\$ N/A
A-S	MORAL AND FITNESS SUPPORT	\$ N/A
A-9	POLICE SERVICES	\$ N/A
A-10	SAFETY	\$ N/A
A-11	SHUTTLE SERVICES	\$ N/A
	TOTAL	\$ 00.00



OPTIONAL REIMBURSEMENT CATEGORIES

B-1	ADMINISTRATIVE SERVICES	\$	N/A
B-2	AUDIO/VISUAL SERVICES	\$	N/A
B-3	AUTOMATED DATA PROCESSING/ AUTOMATION SERVICES	\$	N/A
B-4	CIVILIAN PERSONNEL	\$	N/A
B-5	CLUBS	\$	N/A
B-6	COMMUNICATIONS SERVICES	\$	N/A
B-7	COMMUNITY SUPPORT SERVICES	\$	N/A
B-8	CONFINEMENT AND DETENTION CENTERS	\$	N/A
B-9	CUSTODIAL SERVICES	\$	N/A
B-10	EDUCATION SERVICES	\$	N/A
B-11	ENGINEERING SUPPORT	\$	N/A
B-12	EQUIPMENT OPERATION, MAINTENANCE, AND REPAIR	\$	N/A
B-13	EXPLOSIVE ORDNANCE	\$	N/A
B-14	FACILITIES AND REAL PROPERTY SUPPORT	\$	N/A
B-15	REAL PROPERTY MAINTENANCE AND REPAIR	\$	N/A
B-16	FINANCE AND ACCOUNTING	\$	N/A
B-17	FOOD SERVICES	\$	N/A
B-18	HEALTH SERVICES	\$	N/A
B-18	OCCUPATIONAL AND INDUSTRIAL HEALTH SERVICES	\$	N/A
B-19	HOUSING AND LODGING SERVICES	\$	N/A



NTOA SWAT STANDARDS

Document D4 – Supporting 7.0

B-20	INFORMATION SERVICES	\$	N/A
B-21	INSTALLATION RETAIL SUPPLY AND STORAGE OPERATIONS	\$	N/A
B-22	LAUNDRY AND DRY CLEANING	\$	N/A
B-23	LEGAL SERVICES	\$	N/A
B-24	MILITARY PERSONNEL SUPPORT	\$	N/A
B-25	MOBILIZATION SUPPORT	\$	N/A
B-26	MORTUARY SERVICES	\$	N/A
B-27	PRINTING AND REPRODUCTION	\$	N/A
B-28	PURCHASING AND CONTRACTING SERVICES	\$	N/A
B-29	REFUSE COLLECTION AND DISPOSAL	\$	N/A
B-30	RESOURCE MANAGEMENT	\$	N/A
B-31	TRAINING SERVICES	\$	ACTUAL COST
B-32	TRANSPORTATION SERVICES	\$	N/A
B-33	UTILITIES	\$	N/A
B-34	WEATHER SERVICES	\$	N/A
B-35	OTHER SUPPORT - JACK'S VALLEY TRAINING COURSES	\$	ACTUAL COST
	TOTAL	\$	ACTUAL COST
	TOTAL MANDATORY CATEGORIES	\$	00.00
	TOTAL OPTIONAL CATEGORIES	\$	ACTUAL COST
	GRAND TOTAL	\$	ACTUAL COST



DD Form 1144, BLOCK 7a, b, c, CONTINUED

OPTIONAL REIMBURSEMENT CATEGORIES

<u>a. Support</u>	<u>b. Basis for Reimbursement</u>	<u>c. Estimated Reimbursement</u>
B-1 Administrative Services	Assigned Personnel	\$ N/A
B-2 Audio/Visual Information Services	Assigned Personnel	\$ N/A
B-3 Automated Data Processing Automated Activities	Assigned Personnel	\$ N/A
B-4 Civilian Personnel	Assigned Civilian Personnel	\$ N/A
B-5 Clubs	Assigned Personnel	\$ N/A
B-6 Communication Services	Assigned Personnel	\$ N/A
B-7 Community Support Services	Assigned Personnel	\$ N/A
B-8 Confinement and Detention Centers	Assigned Personnel	\$ N/A
B-9 Custodial Services	Square Footage of Facilities	\$ N/A
-		
B-10 Education Services	Assigned Personnel	\$ N/A
B-11 Engineering Services	Square Footage of Facilities	\$ N/A
B-12 Equipment Operation, Maintenance and Repair	Assigned Personnel	\$ N/A
B-13 Explosive Ordnance	Assigned Personnel	\$ N/A
B-14 Facilities and Real Property Support	Square Footage of Facilities	\$ N/A



DD Form 1144, Block 7a, b, c, CONTINUED

OPTIONAL REIMBURSEMENT CATEGORIES

B-15	Real Property Maintenance and Repair	Square Footage of Facilities	\$	N/A
B-16	Finance and Accounting	Assigned Personnel	\$	N/A
B-17	Food Services	Assigned Military Personnel	\$	N/A
B-18	Health Services	Assigned Military Personnel	\$	N/A
B-18	Occupational and Industrial Health	Assigned Personnel Services	\$	N/A
B-19	Housing and Lodging Services	Assigned Military Personnel	\$	N/A
B-20	Information Services	Assigned Personnel	\$	N/A
B-21	Installation Retail Supply and Storage Operations	Assigned Personnel	\$	N/A
B-22	Laundry and Dry	Assigned Military Personnel	\$	N/A
B-23	Legal Services	Assigned Personnel	\$	N/A
B-24	Military Personnel Support	Assigned Military Personnel	\$	N/A
B-24	Mobilization Support	Assigned Military Personnel	\$	N/A
B-26	Mortuary Services	Assigned Personnel	\$	N/A
B-27	Printing and Reproduction	Assigned Personnel	\$	N/A
B-28	Purchasing and Contracting Services	Assigned Personnel	\$	N/A



DD Form 1144, Block 7a, b, c, CONTINUED

OPTIONAL REIMBURSEMENT CATEGORIES

B-29	Refuse Collection and Disposal	Square Footage of Facilities	\$	N/A
B-30	Resource Management	Assigned Personnel	\$	N/A
B-31	Training Services	Assigned Personnel	\$	ACTUAL COST
B-32	Transportation Services	Assigned Personnel	\$	N/A
B-33	Utilities	Square Footage of Facilities	\$	N/A
B-34	Weather Services	Assigned Personnel	\$	N/A
B-35	Other Support - Jack's Valley Training Courses	Assigned Personnel	\$	ACTUAL COST

MANDATORY REIMBURSABLE CATEGORIES \$ 00.00

OPTIONAL REIMBURSABLE CATEGORIES \$ ACTUAL COST

TOTAL \$ ACTUAL COST



COORDINATION PAGE

This agreement has been reviewed by the (*Agency Name*) Finance and Accounting Office and found to be within governing regulations.

Name

Director or of Financial Management and Comptroller

This agreement has been reviewed by the (*Agency Name*) Manpower Office and additional manpower is not required at this time. However, over the long term as additional organizations use the range, we could have a cumulative increase in workload requiring more manpower authorizations. This increase in manpower will have to be absorbed by the current owner

Name and Organization

This agreement has been reviewed by the (*Agency Name*) Legal Office and found to be legally sufficient.

Attorney

This agreement has been reviewed by the (*Agency Name*) Civil Engineering Office and found to be sufficient.

Engineer



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is being executed between the Board of Trustees of the University of _____ on behalf of its University of _____ Division of Public Safety and the _____ Police Department to establish operating procedures for the joint Explosive Ordnance Disposal Unit (Unit). The agencies jointly and separately agree to abide by the terms and provisions of this Memorandum of Understanding and their respective Explosive Ordnance Disposal Unit departmental policies during the existence of the joint Unit.

PURPOSE AND MISSION

The purpose of this Memorandum of Understanding is to formally adopt the procedures contained in the University of _____, Division of Public Safety Unit Order 95-1 and the _____ Police Department Policy and Procedure Statement 38 for operating the joint Explosive Ordnance Disposal Unit.

The mission of the joint Unit is to provide a professionally trained Unit capable of rendering safe and/or removing suspected improvised explosive devices, incendiary devices, explosives, explosive chemicals, pyrotechnics and ammunition. In addition, to provide for legal, proper and safe transportation, disposal and/or storage of explosives and other items referred to above.

GENERAL AGREEMENTS

A. COMPOSITION AND COMMAND

The University of _____, Division of Public Safety and the _____ Police Department agree to assign three (3) officers each to the Unit as bomb technicians. Increases to the Unit by either agency may occur upon agreement by both participating agencies.

Selection and dismissal of personnel to/from the Unit will be in accordance with the provisions outlined in Unit Order 95-1 and Policy and Procedure Statement 38 respectively. Each department reserves the right to make changes in its personnel assigned to the Unit at any time. This will include the number of personnel assigned.

Commanders of the Unit will be designed by the Chiefs of Police of the University of _____, Division of Public Safety and the _____ Police Department. Both commanders have equal responsibility for overall supervision, training, assignments, call-outs, and equipment purchase and replacement for the Unit.

Command of the Unit shall rest with the Unit Commander or his/her designee. He/she shall assume responsibility for the conduct of the Unit and shall be in charge of the scene until the device has been rendered safe and the scene released to local authorities.



B. POLICY AND DIRECTION

The policy and direction of the Unit will be the joint responsibility of the University of _____ Division of Public Safety and the _____ Police Department.

C. INVESTIGATIVE GUIDELINES AND PROCEDURES

After the Unit has responded and secured an incident, the agency with jurisdiction will be responsible for processing the crime scene. The Unit will assist when requested to the extent possible.

D. COOPERATION BETWEEN AGENCIES

To the extent possible, all Unit activity will be joint activity, with no agency acting independently of the other agency.

E. OPERATIONAL PROBLEMS

Operational problems encountered will be mutually addressed and resolved by the participants from each agency. Ideally, it is agreed that resolution of operational problems will be at the lowest level possible.

Any problem not resolved at this level will be referred to the heads of the respective agencies.

F. EQUIPMENT

Equipment acquisition will occur jointly with each agency attempting to divide the costs equally. In the event the Unit is dissolved, an inventory of all equipment shall be made, and the equipment shall be returned to the purchasing department.

Equipment will be stored in accordance with University of _____ Division of Public Safety Unit Order 95-I and _____ Police Department Policy and Procedure Statement 38. It is understood that from time to time, some equipment may need to be stored temporarily at other locations until such time that it can be moved to a regularly assigned location.

G. PRESS RELEASES

Press releases and/or the release of information to the media will be made by the agency that has jurisdiction where the event occurred in accordance with the releasing agencies established media release policy. No unilateral press releases will be made by any participant without the prior approval by the other participants. No information pertaining to the Unit itself will be released to the media without the mutual approval of all participants.

H. EVALUATION AND REVIEW

The Unit will be evaluated on an annual basis by the supervisors from each department who may make recommendations for improving the performance of the Unit.



It is agreed that this Memorandum of Understanding will remain in effect until further notice contingent upon agreement of the parties. This agreement may be terminated at any time by any participating agency delivering a written notice of termination to the other participating agency.

Signed this _____ day of _____, 200_

The Board of Trustees of
University of _____

By: _____
Name, Comptroller

Attest: _____
Name, Secretary

Approved: _____
Legal Counsel

City of _____

By: _____
Name, City Manager

City Clerk

Approved as to form:

City Attorney



**AN AGREEMENT
FOR POLICE SERVICES BY AND BETWEEN
(City Name) AND (City Name)**

WHEREAS, it is in the best interest of *(City Name)* and *(City Name)* to provide for certain police services upon request; and

WHEREAS, the 1970 Illinois Constitution (Article VII, Section 10) and the Illinois Compiled Statutes (5 ILCS 220/1) provide authority for intergovernmental cooperation; and

WHEREAS, the two Cities may obtain more effective and efficient police services when their police officers cooperate with and assist each other in providing certain police services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the *(City Name)* and the *(City Name)* agree as follows:

A. DEFINITIONS

The following terms are defined for use in this Agreement:

1. “Agency” means the Police Departments of *(City Name)* and *(City Name)*.
2. “Requesting Agency” means an Agency requesting emergency police services or assistance pursuant to this Agreement.
3. “Responding Agency” means an Agency providing emergency police services or assistance pursuant to this Agreement, or an Agency that may be called upon to provide emergency services or assistance pursuant to this Agreement.
4. “Emergency police services and assistance” means personnel and equipment necessary for providing emergency police protection and services in police matters involving a life threatening situation, a situation in which there is grave danger of bodily harm, or a situation involving mob action, a riot, or other similar civil disturbance.
5. “Jurisdiction” of the Agency shall be as follows:
 - a. “*(City Name)*” means the corporate limits of said City.



- b. “(City Name)” means the corporate limits of said City.
6. “Policies and procedures” means the policies and procedures adopted by the Agencies which set forth, among other things:
 - a. The persons in each Agency who are authorized to request emergency police services or assistance from another Agency and the matter in which such requests are to be processed and approved.
 - b. The persons in each Agency who are authorized to approve requests for their police officers to provide emergency police services or assistance in another Agency, and who are thus responsible for determining whether or not their Agency will respond, and if so, the number of personnel and the amount and type of equipment which will be provided.

B. POLICE SERVICES AND ASSISTANCE

The Chief of Police, or designee, shall be responsible for receiving requests for emergency police services and assistance in accordance with the policies and procedures adopted by the Agencies. The manner in which Agencies shall request emergency police services and assistance from other Agencies, and themselves respond to such requests, shall be as follows:

1. Any Agency, through its authorized personnel, may request police emergency police services or assistance from other Agencies.
2. The requesting Agency shall specify the type of emergency police service or assistance, which is needed, and state the number of personnel and the amount and type of equipment, which are being requested.
3. The responding Agency shall make a reasonable effort to provide the emergency police services or assistance requested pursuant to this Agreement, subject to its workload and availability of police officers at the time of the request, the nature and urgency of the request, and other such similar limiting factors. If it agrees to provide emergency police services or assistance, the responding Agency shall, at its sole discretion, determine the number of personnel and the amount and type of equipment that will be provided.
4. The Agency which is requesting emergency police services or assistance from other Agencies, and the types of emergency police services and assistance which they are requesting are as follows:



a. The *(City Name)* hereby requests that the police department of *(City Name)* provide emergency police services and assistance in situations where they receive calls or other requests for emergency police services and assistance from persons who would ordinarily be within the jurisdiction of the police department of *(City Name)*, or where the police officers or other personnel of said Agencies view circumstances indicating probable cause that there has been, is, or other rule or regulation within the jurisdiction of the police department of *(City Name)*.

b. The *(City Name)* hereby requests that the police department of *(City Name)* provide emergency police services and assistance in situations where they receive calls or other requests for emergency police services and assistance from persons who would ordinarily be within the jurisdiction of the police department of the *(City Name)* or where the police officers or other personnel of said Agencies view circumstances indicating probable cause that there has been, is, or other rule or regulation within the jurisdiction of the police department of the *(City Name)*.

C. POLICE AUTHORITY

Police officers and other personnel who are providing emergency police services and assistance within the jurisdiction of another Agency shall have the following police authority and power, and be subject to the following working procedures and measures:

1. When acting pursuant to this Agreement within the jurisdiction of the requesting Agency, police officers and other personnel of a responding Agency shall therein have the same police authority and power as police officers or other personnel of the requesting Agency.
2. The heads of the Agencies shall establish working procedures and measures as they deem necessary for the control and direction of police officers, personnel, and equipment that are acting within the jurisdiction of a requesting Agency pursuant to this Agreement; provided, however, that until such working procedures and measures are established, the police officers, personnel, and equipment of a responding Agency shall be subject to the direction and control of the Police Chief of the requesting Agency.



D. LIABILITY

The statutes and case law of the State of Illinois shall be used to establish the liability of the parties to this Agreement or for injuries caused to third parties. In the event of any injury to the person or property of the police officers or other personnel of a responding Agency, when acting pursuant to this Agreement within the jurisdiction of a requesting Agency, the governmental entity of the responding Agency shall be responsible for any damages from any liabilities arising out of such injury.

E. SEVERABILITY

If any provision of this Agreement is invalid for any reason, such as invalidation shall not render invalid other provisions of this Agreement that can be given effect without the invalid provision.

F. EFFECTIVE DATE

This Agreement shall be effective when duly executed by the authorized representatives of the *(City Name)* and the *(City Name)*.

G. AMENDMENT

This Agreement may be modified or amended by unanimous agreement of the *(City Name)* and the *(City Name)*.

H. TERMINATION

This Agreement shall terminate, and shall have no force or effect, upon the passage by the *(City Name)* and the *(City Name)* of an ordinance, resolution, or other document indicating withdrawal from this agreement.



I. GOVERNING LAW

This Agreement shall be construed in accordance with the laws and Constitution of the State of the *(Name of State)*.

IN WITNESS WHEREOF, the City Council of *(City Name)* and the City Council of the *(City Name)* have authorized their representatives to execute this Agreement; and said representatives have caused this Agreement to be executed, and have attached herewith a copy of the ordinance, resolution, or other documents adopted by their respective governing body authorizing them to execute this Agreement.