



MEMORANDUM

To: Mayor and City Council

From: Billy Grogan, Chief of Police

Date: April 25, 2022

Subject: Approval of North Metro SWAT Memorandum of Understanding

ACTION

Authorize the mayor, city manager, or designee to sign the North Metro SWAT Memorandum of Understanding between the City of Dunwoody, the City of Brookhaven, the City of Sandy Springs and the City of Johns Creek.

BACKGROUND/SUMMARY

The North Metro Special Weapons and Tactics (SWAT) Team was founded in 2009. The SWAT team consists of officers from the Sandy Springs Police Department, the Dunwoody Police Department, the Johns Creek Police Department, and the Brookhaven Police Department. With the combined strength of four cities, the North Metro SWAT team allows for swift and complete response to tactical situations as well as high-risk warrant response to over 280,000 citizens. The North Metro SWAT officers have a working knowledge of each city through extensive combined training which averages 16 hours per month. The North Metro SWAT Team includes Tactical Medics, a Crisis Negotiation Team, and a Logistics Team comprised of officers from each of the four cities. Equipped with specialized training and equipment, the North Metro SWAT can respond to hostage rescues, service of high-risk arrest and search warrants, barricaded suspects, engagement of heavily armed criminals, dignitary protection, and active assailant incidents.

Partnering with other cities is important for SWAT services because it allows a greater pool of specially trained officers to be available to respond to critical situations. Though the SWAT Team does not respond as often as regular police officers, having the capacity and capability to deploy them is necessary for public safety.



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Although the MOU was not expiring, as it was last updated in 2013, the participating Police Departments determined it appropriate to formally renew the MOU and clarify the responsibilities of the participating agencies. The most significant revisions addresses equipment requirements, maintenance and operations, including liability for damage to equipment.

The MOU automatically renews from year to year until such time as written notice of termination or modification is received by the Participating Agencies.

Changes against the original MOU are shown in redline in the attached document.

RECOMMENDATION

Staff recommends the City Council approve the MOU and authorize the mayor, city manager, or designee sign it. The MOU has been reviewed by legal and is subject to final legal review.

**DUNWOODY POLICE DEPARTMENT, JOHNS CREEK POLICE DEPARTMENT,
SANDY SPRINGS POLICE DEPARTMENT AND BROOKHAVEN POLICE DEPARTMENT
MEMORANDUM OF UNDERSTANDING FOR
SWAT TEAM ASSISTANCE**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into by and between the City of Dunwoody Police Department, the City of Johns Creek Police Department, the City of Sandy Springs Police Department and the City of Brookhaven Police Department (each a "Participating Agency"), to receive from and extend assistance to one another in the form of a unified special weapons and tactics team ("SWAT Team") with related services and resources when assistance is requested.

**SECTION I
AUTHORITY**

Each designated representative identified below represents that he is duly authorized by his jurisdiction or Participating Agency to enter into this MOU on behalf of the Participating Agency.

**SECTION II
PROVISIONS FOR OPERATIONS ASSISTANCE**

The Participating Agencies hereby approve and enter into this MOU pursuant to which each Participating Agency may request and render SWAT Team assistance to the other Participating Agencies including, but not limited to, a large scale extraordinary event, a prolonged operation, or any operation with expansive dynamics, or when the operation requires unified SWAT Team or related services and resources.

**SECTION III
REQUEST FOR ASSISTANCE**

Each Participating Agency chief of police and/or designee shall have the authority to request or render SWAT Team assistance. A Participating Agency requesting assistance is herein referred to as the "Requesting Agency."

In the event a Participating Agency is in need of assistance as set forth above, such party shall notify the unified SWAT Team commander either directly or through the Chattahoochee River 911 Communications Center. In conjunction with the Requesting Agency, the unified SWAT Team commander shall evaluate the situation and available resources, and shall respond as appropriate. The unified SWAT Team commander shall take steps to make sure all Participating Agency chiefs of police 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 chief of police or designee of the Requesting Agency shall have tactical operation veto authority.

Whenever a SWAT Team member is rendering assistance pursuant to this MOU, the SWAT 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 rule, regulation,

personnel policy, general order, or standard operating procedure 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 pursuant to this MOU, the Participating Agencies shall conduct a joint review of the use of force and/or complaint. The unified SWAT Team commander or his designee shall be responsible for 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 chief of police or designee may request additional investigation which shall be conducted jointly by the Participating Agencies. The Participating Agency chiefs of police or their designees shall make a joint determination of the overall actions of the unified SWAT Team after a review of the documentation and/or investigation; however, review of individual SWAT Team member actions shall be the sole responsibility of the respective Participating Agency chief of police according to the Participating 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 use 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 pursuant to this MOU that, if sustained, resulted in ~~the~~ serious injury or death, it is agreed by the Participating Agencies that the Georgia Bureau of Investigation shall be requested to conduct a separate and independent criminal investigation as appropriate.

SECTION VI EQUIPMENT REQUIREMENTS, MAINTENANCE AND OPERATION

For purposes of this MOU, the term "Equipment" shall refer to any materials, resources, tools, machinery, equipment, supplies, vehicles, facilities, or other personal property used in performing one or more SWAT activities pursuant to this MOU.

Each Participating Agency agrees to furnish Equipment necessary to render services to each Participating Agency to this MOU; provided however, that no Participating Agency shall be required to deplete unreasonably its own Equipment 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, unless otherwise provided herein. Nothing herein shall prevent one Participating Agency from providing necessary Equipment on loan to any other Participating Agency's SWAT Team member for operational purposes pursuant to this MOU.

Each Participating Agency shall bear the cost of loss or damage to Equipment that is a result of misuse, negligence, or carelessness at the hands of one of its employees.

Each Participating Agency shall bear the cost of any damages resulting from an "at fault" preventable vehicle collision while one of its members is operating a SWAT vehicle including, in

addition to any other expenses, any deductible associated with insurance coverage for such collision.

The Participating Agencies agree that Equipment utilized pursuant to this MOU shall only be used by personnel qualified in the use of such Equipment through appropriate training and/or supervision.

A Participating Agency receiving or utilizing Equipment pursuant to this MOU shall be responsible for the proper care, use, maintenance and security of the Equipment while such Equipment is with such Participating Agency. Should any Equipment be damaged while a Participating Agency is utilizing such Equipment or charged with the care of such Equipment, and such damage is not attributable to normal wear and tear during proper use, such Participating Party shall be responsible for the costs of repairing or replacing the Equipment at issue.

SECTION VII 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 and the conduct of such Participating Agency's/Team's own employees while engaged in **rendering assistance activities** pursuant to this MOU. Under no circumstances shall any SWAT Team member be deemed to be an employee or agent of any Participating Agency other than the Participating Agency with whom the SWAT Team member is employed.

Any damage or other compensation which is required to be paid to a SWAT Team member by reason of an injury occurring while the SWAT Team member's services are being utilized pursuant to this MOU shall be the sole liability and responsibility of the Participating Agency regularly employing that SWAT Team member. This MOU shall not be construed as, or deemed to be, an agreement for the benefit of a third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

Each party to this MOU shall maintain insurance or self-insurance adequate to protect such party from liability claims and demands that arise from the performance of duties pursuant to this MOU and to cover all operations by such party's personnel pursuant to this MOU. Each party shall be responsible for its own negligent acts and no party shall indemnify the other for claims, demands, or judgments arising from the acts or omissions of the other party.

All legal liability and any litigation arising from or out of the conduct or performance of officers assigned to and/or working with the SWAT team shall be the responsibility of that officer's respective agency; however, any officer acting under the specific orders of a superior officer of the SWAT team from an agency other than that of the officer, may create a shared liability with that other agency, all in accordance with and pursuant to applicable law.

SECTION VIII PROCEDURES AND TRAINING

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

SECTION ~~VIII~~ POWERS, PRIVILEGES, IMMUNITIES AND COSTS

SWAT Team members of each Participating Agency, when actually engaging in assistance outside of their jurisdictional limits, but inside the City of Dunwoody, the City of Johns Creek, the City of Sandy Springs, or the City of Brookhaven, shall have the same powers, duties, rights, privileges and immunities as if the SWAT 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 Participating Agency to this MOU; provided however, that no Participating Agency shall be required to deplete unreasonably its own equipment, resources, facilities, and 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 providing necessary equipment on loan to any other Participating Agency's SWAT Team member for operational purposes pursuant to this MOU.~~

~~Each Participating Agency shall bear the cost of loss or damage to equipment that is a result of misuse, negligence, or carelessness at the hands of one of their employees.~~

~~Each Participating Agency shall bear the cost of any damages resulting from an "At Fault" preventable vehicle collision while one of their members is operating a SWAT vehicle. The Participating Agency~~

~~Each party to this MOU shall maintain insurance or self-insurance adequate to protect such party from liability claims and demands that arise from the performance of duties pursuant to this MOU and to cover all operations by such party's personnel pursuant to this MOU. Each party shall be responsible for its own negligent acts and no party shall indemnify the other for claims, demands, or judgments arising from the acts or omissions of the other party.~~

~~All legal liability and any litigation arising from or out of the conduct or performance of officers assigned to and/or working with the SWAT team shall be the responsibility of that officer's respective agency; however, any officer acting under the specific orders of a superior officer of the SWAT team from an agency other than that of the officer, may create a shared liability with that other agency, all in accordance with and pursuant to applicable law.~~

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, workers' compensation, salary, death and other benefits that apply to the activity of a SWAT Team member of a Participating Agency when performing his or her duties within the territorial limits of the SWAT Team member's Participating 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 SWAT Team member's Participating 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 Participating Agency for any actual costs or expenses incurred by the assisting Participating Agency performing hereunder.

SECTION IX TERM

This MOU shall be effective as of the date of signature by the chief executive law enforcement officer of each Participating Agency and applies to all activities engaged in by the Participating Agency. This MOU shall automatically be renewed by the parties on January 1 and each year thereafter on January 1 unless and until such time as written notice of termination or modification is received by the Participating Agencies as provided herein. The total term of this MOU shall not exceed fifty (50) years.

SECTION XI TERMINATION

A Participating Agency may terminate its participation in this MOU upon not less than ninety (90) days' written notice to the other Participating Agencies. Upon the running of ninety (90) days from such written notice, this MOU shall be terminated. The Participating Agencies agree, upon termination, to coordinate the immediate return of any loaned equipment to the proper Participating Agency owner.

SECTION XII ENTIRE AGREEMENT

This MOU shall constitute the entire agreement between the parties hereto and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement executed by the Participating Agencies. This MOU shall supersede any other MOU previously executed by the parties with respect to this subject matter.

SECTION XIII MODIFICATION OR AMENDMENT

Any Participating Agency may initiate a request for modification or amendment of this MOU in writing. Any such modification or amendment shall become a part of the MOU. All amendments shall either revise specific provisions of the MOU or shall provide for new provisions to become a part of the MOU. All other provisions of the MOU not otherwise affected shall remain in effect and unchanged.

SECTION XIV

SEVERABILITY

If any part or provision of this MOU is determined to be invalid or unenforceable, the remaining parts or provisions of this MOU shall not be affected thereby and shall continue to be valid and enforceable and in full force and effect.

IN WITNESS WHEREOF, the Participating Agencies hereto cause these presents to be signed on the date specified.

Agreed to and acknowledged this _____ day of _____, 202_.

Chief Billy Grogan

Dunwoody Police Department

Mayor, Dunwoody

Chief

Johns Creek Police Department

Mayor, Johns Creek

Chief Ken DeSimone

Sandy Springs Police Department

Russell K. Paul

Mayor, Sandy Springs

Chief

Brookhaven Police Department

Mayor, Brookhaven