

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE HANFORD POLICE DEPARTMENT,
THE CORCORAN POLICE DEPARTMENT,
THE LEMOORE POLICE DEPARTMENT
AND THE KINGS COUNTY DISTRICT ATTORNEY'S OFFICE**

**I.
PARTIES**

The parties of this Memorandum of Understanding (hereinafter "MOU") are the HANFORD POLICE DEPARTMENT (hereinafter "HPD"), the CORCORAN POLICE DEPARTMENT (hereinafter "CPD"), the LEMOORE POLICE DEPARTMENT (hereinafter "LPD"), and the KINGS COUNTY DISTRICT ATTORNEY'S OFFICE (hereinafter "KCDA").

**II.
RECITALS**

1. HPD has developed a Special Weapons and Tactics Team (SWAT Team) which has the ability to respond to critical incidents involving the potential for serious bodily injury or death throughout the City of Hanford.
2. The CPD, LPD and KCDA wishes to participate in a regional SWAT Team which has the ability to respond to critical incidents involving the potential for serious bodily injury or death throughout the Cities of Corcoran and Lemoore.
3. CPD, HPD, LPD, and KCDA have long recognized that mutual aid and cooperation in response to critical incidents can be enhanced and made more flexible and effective by combining resources for special weapons and tactics purposes.
4. CPD, HPD, LPD, and KCDA now desire to formally establish and confirm the framework for this cooperative effort as well as to clarify the legal relationships resulting from the ongoing cooperative relationship.
5. It is further understood that each agency intends to commit personnel to the regional SWAT Team organized following the terms of this MOU, subject to the budgetary and personnel constraints of each party.

**III.
SWAT TEAM MEMBERSHIP**

1. Any full time district attorneys office investigator or police officer employed by CPD, HPD, LPD, or KCDA may apply to become a member of the jointly operated Regional SWAT Team, provided, he/she meets the minimum qualifications for membership.

Department heads will select personnel who they wish to represent their respective agencies, however, all applicants must pass the standard test battery as agreed upon by the Regional SWAT Team Committee.

2. All members of the Regional SWAT Team serve under the joint command staff as agreed upon by the Regional SWAT Team Committee. The decision to remove members from the team and will be made by the head of the member's respective agency.

IV. COMMAND AND CONTROL

1. The Regional SWAT Team will be responsible to the Regional SWAT Team Committee established by the District Attorney and respective Chiefs of Police.
2. Each participating agency, when applicable, will provide a tactical commander for direct supervision of the Regional SWAT Team.
 - a. Tactical Commanders appointed by each member of this MOU must have completed a POST approved tactical commander's course.

V. TRAINING AND SUPERVISION

1. Members of the Regional SWAT Team will be required to attend training to maintain membership on the team. Each agency will make allowances for their assigned personnel to attend training, and each agency will bear the cost associated with training and equipping its own personnel.
2. While participating in high risk and or critical incidents or any training exercises, any member assigned to the Regional SWAT Team will be subject to the established chain of command as agreed upon by the Regional SWAT Team Committee.

VI. PERSONNEL COST

1. Each agency will be responsible for the personnel cost of their respective members to include base salary, overtime salary, benefits, workers compensation insurance and retirement benefits.
2. Each agency will be responsible for the purchase and maintenance of personal equipment issued to their respective members; however, equipment other than what is considered personal equipment, may be shared by members of the jointly operated team providing the member receives proper training/qualification.

VII.
POLICIES AND PROCEDURES

1. When participating in any high risk and or critical incident or any training exercises as part of the Regional SWAT Team, members of the team will be bound by written policies and procedures as agreed upon by the Regional SWAT Team Committee. Copies of the joint tactical team manual as well as any additions or deletions thereto, and any memoranda establishing policies and/or procedures will be provided to each members in a timely manner.
2. All members of the Regional SWAT Team will be responsible for reading and understanding the contents of the written policies of the tactical team manual.
3. The joint tactical team policies and procedures manual shall conform to the California Standardized Emergency Management System requirements, including executive oversight, chain of command and control, and procedures for activation.
4. The Regional SWAT Team shall not engage in any actions or activities under this MOU until a written policies and procedures manual has been developed, approved and provided by the Regional SWAT Team Committee to each member signatory to this MOU.

VIII.
TACTICAL SCENE CONTROL

1. Critical incidents will be managed by the incident commander of the agency having jurisdiction over the incident. Regional SWAT Team tactical commanders will report directly to the incident commander. In the absence of their own incident commander, the agency head may appoint an incident commander from a participating agency. However, the agency having jurisdiction over the incident shall retain the right to assume incident command at any point during the incident.
2. The Regional SWAT Team will be commanded by a tactical commander assigned to the SWAT Team during critical incidents or other operations requiring the activation of the SWAT Team. The tactical commander must have completed a POST approved tactical commander's course. The tactical commander of the agency who has jurisdiction over the incident will assume primary tactical commander duties; however, the agency that has jurisdiction over the incident may elect to utilize any tactical commander assigned to the Regional SWAT Team. The jurisdiction within which the incident is occurring shall have final and exclusive authority to control the incident of the scene and determine whether or not the tactical SWAT action should be carried out and/or continued. The person within such jurisdiction shall be the department head or his highest ranking designated officer.

IX.
LIABILITY

1. The City of Hanford agrees to defend, save harmless and indemnify its officers, employees and agents, from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Memorandum of Understanding and which result from the negligent acts or omissions of its officers, employees, and/or agents.
2. The City of Corcoran agrees to defend, save harmless and indemnify its officers, employees and agents, from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Memorandum of Understanding and which result from the negligent acts or omissions of its officers, employees, and/or agents.
3. The Kings County District Attorney's Office agrees to defend, save harmless and indemnify its officers, employees and agents, from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Memorandum of Understanding and which result from the negligent acts or omissions of its officers, employees, and/or agents.
4. The City of Lemoore agrees to defend, save harmless and indemnify its officers, employees and agents, from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Memorandum of Understanding and which result from the negligent acts or omissions of its officers, employees, and/or agents.
5. In the event of concurrent or shared negligence of a City, its officer and/or employees, and any other party to this MOU, its officers, employees, and/or agents then the liability for any and all claims for injuries or damages to persons and/or property which arise out of any incident or event in which a party has used the Regional SWAT Team under the terms and conditions of this MOU, shall be apportioned by the parties under the California doctrine of comparative negligence as established presently, or may be altered hereafter. If the parties fail to agree on the apportionment, then the apportionment shall be established by a mediator mutually selected by the parties signatory to this MOU, or by the Court.

X.
TERMINATION

1. This MOU may be terminated at any time by either party, at any time, without cause, upon giving the other party written notification except that the Liability provisions of this MOU set forth above shall survive the termination of this MOU.

HANFORD POLICE DEPARTMENT

Dated: _____

By, _____

CORCORAN POLICE DEPARTMENT

Dated: _____

By, _____

KINGS COUNTY DISTRICT
ATTORNEY'S OFFICE

Dated: _____

By, _____

LEMOORE POLICE DEPARTMENT

Dated: _____

By, _____