

AGREEMENT NO. _____

**Ada Metro
Special Weapons and Tactics Team & Crisis
Negotiation Team
Mutual Assistance Compact**



MUTUAL ASSISTANCE COMPACT

THIS MUTUAL ASSISTANCE COMPACT, between the Ada County Sheriff's Office, the Meridian Police Department, and the Garden City Police Department, is entered into by Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, the City of Meridian and the City of Garden City, for the purpose of establishing and maintaining the Ada Metro Special Weapons and Tactics Team. The Compact takes effect on the date of the last signature.

RECITALS

WHEREAS, cooperative partnerships among law enforcement agencies increase the effectiveness and efficiency in responding to emergency situations where a specially trained team is necessary; and

WHEREAS, Idaho Code § 67-2337(4) authorizes law enforcement agencies to enter into mutual assistance compacts; and

WHEREAS, the Ada County Sheriff's Office, the Meridian Police Department and the Garden City Police Department ("Participating Agency" or Participating Agencies") are in agreement that mutual assistance among each other, in the form of a multi-agency emergency response team, designated the Special Weapons and Tactics Team ("SWAT"), will assist in the efforts of law enforcement to resolve serious emergency situations and prevent potential injuries to citizens and officers; and

WHEREAS, this Mutual Assistance Compact ("Compact") will provide the foundation for the operation of the Ada Metro SWAT/Crisis Negotiation Team ("SWAT/CNT Unit").

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and the recitals set forth above, the parties to this Compact do hereby understand as follows:

UNDERSTANDING

1. Purpose and Mission

The primary purpose of the SWAT/CNT Unit is to handle incidents which are beyond the normal operations of patrol deputies/officers, investigators or other agencies that request assistance. These serious incidents, because of their dangerous or complex nature, require the need for special tactics, equipment, and/or weapons for a safe resolution.

2. Functions of the SWAT/CNT Unit

SWAT/CNT Unit officers shall be trained and equipped to handle the following types of situations:

1. Dangerous, barricaded suspects
2. Snipers
3. Hostage situations
4. Acts of terrorism
5. High-risk warrant service
6. Any other police response not specifically defined herein, but which could be deemed too hazardous, complex, or unusual for a typical police response.

3. Effective Term and Method of Termination

This Compact will be effective on the date of the last signature. Subject to prior appropriation, the Compact will automatically renew on October 1st of each year for ten years, provided that if any Participating Agency decides to terminate its participation in this Compact, this Compact shall terminate. The remaining Participating Agencies may negotiate and execute a new compact.

Any Participating Agency may terminate its involvement with the SWAT/CNT Unit by providing thirty (30) days' prior written notice to the SWAT/CNT Unit Commander.

4. Financing

Each Participating Agency will provide necessary funding for the operation of its personnel that are assigned to the SWAT/CNT Unit, in so far as each participating agency's budget allows. Such budgetary determinations shall be made solely by each Participating Agency.

5. Organizational Structure

- A. The SWAT/CNT Unit Commander, who shall receive direction and input from the Ada County Sheriff, the Garden City Police Chief, and the Meridian Police Chief, or their designees, shall govern the SWAT/CNT Unit.
- B. The SWAT/CNT Unit Commander shall appoint a Unit Supervisor for both the SWAT AND CNT Team.
- C. The Lead Participating Agency in the SWAT/CNT Unit shall be the Ada County Sheriff's Office ("ACSO"). The ACSO shall assign one (1) Commander of the rank of Lieutenant or above to oversee the functions of the SWAT/CNT Unit.
- D. The Meridian Police Department (MPD) will assign a minimum of two (2) officers to the SWAT/CNT Unit.
- E. The Garden City Police Department (GCPD) will assign a minimum of one (1) officer to the SWAT/CNT Unit.

6. Responsibilities

A. General Responsibilities of Each Participating Agency:

- 1) Provide and account for overtime, compensatory time, personal leave, sick leave, workers' compensation insurance and other matters directly related to the employment of Participating Agency assigned officers. The issues shall be governed by the personnel policies and procedures of the Participating Agency.
- 2) Provide Participating Agency assigned law enforcement officer(s) with a firearm, rifle, ammunition, and related equipment suitable for law enforcement work as approved by both the Participating Agency and the SWAT/CNT Unit Commander.
- 3) Provide Participating Agency assigned officer(s) any necessary equipment such as radio, ballistic vest(s) with identification vest cover or other appropriate identification, and other personal equipment such as flashlight, eye protection, helmet, etc., as approved by both the Participating Agency and the SWAT/CNT Unit Commander.

B. Responsibilities of ACSO, as lead Participating Agency:

- 1) Maintain records of expenditures and training, and prepare any and all reports necessary to satisfy Federal and State reporting requirements.
- 2) Compile necessary statistics regarding deployments and training, and prepare any and all reports necessary for SWAT/CNT Unit Operations.
- 3) Provide functional supervision of officers assigned to the SWAT/CNT Unit from other Participating Agencies.
- 4) Provide on the job documented, formal training for newly assigned officers to the SWAT/CNT Unit.

7. SWAT/CNT Unit personnel

A. The SWAT/CNT Unit Commander shall be responsible for the unit's operations, personnel, deployments and activities. The Commander will direct the Unit Supervisor assigned to the Unit and will perform administrative duties related to the management of all SWAT/CNT Unit operations. The SWAT/CNT Unit Commander shall:

- 1) Establish policies and procedures for the SWAT/CNT Unit and present them to the Participating Agencies for approval. Ensure all unit policies, procedures and regulations are followed, and report any violations to the respective Participating Agency.

- 2) Ensure an annual report is submitted to Participating Agencies concerning the SWAT/CNT Unit activities, performances, and funding issues.
 - 3) Approve the usage of all weapons and/or equipment for deployment in the field by the SWAT/CNT teams and ensure that appropriate training on such weapons or equipment is established.
 - 4) Address training needs of the SWAT/CNT Unit deputies/officers.
 - 5) As needed, conduct meetings with Participating Agency leaders or their designees and address concerns.
 - 6) Resolve conflicts between the SWAT/CNT Unit and Participating Agency policies and procedures.
- B. The SWAT/CNT Unit Supervisor shall supervise the SWAT/CNT Unit activities of assigned members; conduct debriefs and address training and personnel issues; and ensure that SWAT/CNT Unit Officers adhere to the policies, procedures, and regulations of the SWAT/CNT Unit. The Supervisor may offer verbal counseling or retraining when necessary. Any form of discipline shall be handled by the officer's Participating Agency through the SWAT/CNT Unit chain of command. The Supervisor shall report directly to the SWAT/CNT Unit Commander for all issues relating to SWAT/CNT Unit operations.
- C. The SWAT/CNT Unit deputies/officers shall adhere to and follow policies, procedures and regulations as set forth in the approved SWAT/CNT Unit procedures manual and in this agreement. Additionally, each deputy/officer assigned to the SWAT/CNT Unit is required to:
- 1) Conduct him/herself as a professional law enforcement officer and adhere to established ethical standards in the performance of duties.
 - 2) Carry a firearm(s) while on a deployment, approved by his or her Participating Agency. Each officer must qualify using the approved firearm(s) at least once annually with a course of fire as directed by the SWAT/CNT Unit Commander.
 - 3) Participate in and successfully pass the annual SWAT physical fitness readiness test as directed by the SWAT/CNT Unit Commander.
 - 4) Immediately notify his/her supervisor if there is a conflict between SWAT/CNT Unit policies and procedures and the policies and procedures of his or her Participating Agency. The Supervisor or the SWAT/CNT Unit Commander shall resolve these conflicts before the conflicting action occurs.
 - 5) Become familiar with Idaho Code § 67-2337, extraterritorial authority of peace officers, and act within statutory requirements.

8. Personnel Issues

In the event of a complaint against an assigned officer, the complaint shall be forwarded to that officer's Participating Agency for investigation unless the SWAT/CNT Unit Commander determines the issue to be of such a minor nature that the Commander or Supervisor can appropriately address it and take corrective action. A continued, unresolved performance problem with an assigned officer will be grounds for the SWAT/CNT Unit Commander to request replacement of the assigned officer through a recommendation to the officer's Participating Agency.

9. Indemnification

Pursuant to and consistent with the terms Idaho Code § 67-2337(4), any liability arising from the acts of the Participating Agency's employees participating in the Compact shall be the responsibility of the Participating Agency.

IN WITNESS WHEREOF, Ada County, the City of Meridian, and the City of Garden City have hereunto executed this Agreement and made it effective as herein above provided.

Board of Ada County Commissioners

By: _____
Rod Beck, Commissioner

Date

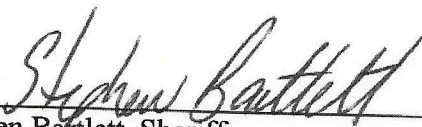
By: _____
Ryan Davidson, Commissioner

By: _____
Kendra Kenyon, Commissioner

ATTEST:

Phil McGrane, Ada County Clerk

Ada County Sheriff's Office

By: 
Stephen Bartlett, Sheriff

3/15/21
Date

City of Garden City

By: _____
John Evans, Mayor

Date

Garden City Police Department

By: _____
Rick Allen, Chief

Date

City of Meridian

By: _____
Robert Simison, Mayor

Date

Meridian Police Department

By: 
Tracy Basterrechea, Chief

3/15/21
Date