



**Action Requested/Required:**

- Vote/Action Requested
- Discussion or Presentation Only
- Public Hearing
- Report Date: \_\_\_\_\_
- Hearing Date: \_\_\_\_\_
- Voting Date: \_\_\_\_\_

**Department:** Police Department **Presenter(s) & Title:** Chief Marty Ferrell

**Agenda Item Title:**

Discussion and Possible Action on a Memorandum of Understanding with the Cherokee County Sheriff for Participation in the Multi-Agency Special Weapons and Tactics Team

**Summary:**

Cherokee County operates a multi-agency Special Weapons and Tactics (SWAT) Team that is utilized in certain law enforcement activities. Tryouts for the team will occur on May 9, 2024. The Canton Police Department would like to afford the opportunity to our officers to tryout and potential serve on the multi-agency team. To do so, a Memorandum of Understanding (MOU) between the City of Canton and the Cherokee Sheriff's Office is required. The MOU was held until a new Police Chief was in place and with the tryout next week, staff is asking for action. If a member of our department is admitted to serve on SWAT, the City will be responsible for the purchase of certain equipment.

**Budget Implications:**

Budgeted?  Yes  No  N/A

Total Cost of Project:  Check if Estimated

Fund Source: General Fund  Water & Sewer  Sales Tax  Other:

**Staff Recommendations:**

Staff requests an approval of the MOU with Cherokee Sheriff's Office for participation in the Multi-Agency Special Weapons and Tactics Team and to authorize the Mayor to sign the document.

**Reviews:**

Has this been reviewed by Management and Legal Counsel, if required?  Yes  No

**Attachments:**

SWAT MOU

**\*NOTICE\***

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**Cherokee County Multi-Agency S.W.A.T APPLICATIONS**

**The Sheriff's Office will now receive applications  
for membership on the Multi-Agency S.W.A.T. Team.**

**APPLICATION PERIOD:  
Beginning immediately until 1700, March 29<sup>th</sup>, 2024**

**Applications must be submitted through your chain of command to  
Lieutenant Adam Mayfield at the Cherokee Sheriff's Office.  
E-mail: [aemayfield@cherokeega.com](mailto:aemayfield@cherokeega.com)**

Minimum criteria for application, regardless of current assignment:

- 1) Provide a brief statement stating why you want to join the S.W.A.T. Team and why you would make a good team member. Attach an updated resume with your statement.
- 2) POST certified and in the rank of Deputy – Lieutenant
- 3) Must not have any sustained Excessive Use of Force Complaints/Investigations in your personnel file.
- 4) Must not have received a suspension within the past 12 months.
- 5) Must be able to successfully complete the following:
  - a. Medical evaluation
  - b. The agency's S.W.A.T. PT Assessment.
  - c. Shoot the Georgia State Qualification Course (SQC) utilizing the applicants assigned duty weapon, with two minimum scores of 90% out of three attempts.
  - d. Pass an interview board consisting of senior S.W.A.T. members
  - e. Complete the 24-hour selection course.

*SWAT try-outs are scheduled for May 2<sup>nd</sup>, 2024, beginning at 0630 and will last for approximately 24 hours. A selection board will be conducted afterwards, for those who successfully complete the tryout.*

This notice posted March 15, 2024

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CHEROKEE SHERIFF'S OFFICE AND THE CITY OF CANTON POLICE DEPARTMENT FOR THE FORMALIZATION OF EFFORTS IN FURTHERANCE OF THE COLLABORATIVE CAPABILITIES AND READINESS FOR SPECIAL WEAPONS AND TACTICS (SWAT) TEAMS**

This contract is dated for identification this day \_\_\_ of \_\_\_\_\_ 2024, and is made by and between the SHERIFF OF CHEROKEE COUNTY, Georgia, which had as its address 498 Chattin Drive, Canton, GA, 30115, and the CHIEF OF CANTON POLICE DEPARTMENT, Georgia, which had as its address 151 Elizabeth Street, Canton, GA, 30115 (hereinafter referred to as "CHEROKEE" and "CANTON").

**RECITALS**

- a) CHEROKEE and CANTON are in close proximity and share overlapping demands for law enforcement responses, often to high risk/critical incidents requiring specially trained tactical teams.
- b) The Sheriff of CHEROKEE and Chief of CANTON have long recognized that mutual aid and cooperation in response to critical incidents can be enhanced and made more effective and expeditious through the standardization of training, tactics, and equipment of their respective teams; along with, ongoing and regular joint training between the teams.
- c) The Sheriff of CHEROKEE and Chief of CANTON have long recognized that in order to successfully resolve a tactical situation, a chief law enforcement administrator must have the proper tactical options at his or her disposal. When situations which exceed the capabilities of normal law enforcement, the ability to effectively support or integrate the tactical resources of the two jurisdictions is ideal.
- d) The Sheriff of CHEROKEE and Chief of CANTON recognize that having highly trained and skilled tactical team, capable of providing support during a critical incident, and/or, fully capable of functioning as an integrated team when the situation dictates, reduces the risk of injury or loss of life to our residents, law enforcement officers, and suspects; and increases the likelihood of successful resolutions of critical incidents through the increased capabilities provided.
- e) Standardized and continuous training of our tactical personnel provide for a more expedient response in situations that are fluid, quickly evolving, and require the immediate response of personnel on duty or in close proximity to the situation at hand.
- f) The purpose of this document is to formalize the current agreement between CHEROKEE SHERIFF'S OFFICE and CANTON POLICE DEPARTMENT as it pertains to adding Canton police officers to the CHEROKEE SHERIFF'S SWAT TEAM, so that they can more effectively provide support for one another; and/or operate as a fully integrated team when the incident warrants said response.

- g) The Sheriff of CHEROKEE COUNTY and the Chief of CANTON POLICE DEPARTMENT now desire to formally establish and confirm the framework for this cooperative effort as well as to clarify the legal relationships resultant from that ongoing cooperative agreement. NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, it is agreed as follows.

### 1. ENTITIES' STATUS

It is formally agreed that the Special Weapons and Tactics (SWAT) team of the CHEROKEE SHERIFF'S OFFICE will retain their status as separate and independent entities which possess the skills and capabilities to act as a fully integrated team when the situation dictates such response.

### 2. PURPOSE/MISSION STATEMENT

It is the intent of the signatories to achieve the following:

- a) Ensure that the training, tactics, equipment, and skill sets of the members of the SWAT teams are mutually compatible to the greatest degree possible to further enhance the effectiveness and operational readiness of each team in both a support capacity or as an integrated team.
- b) Provide for an enhanced rapid response tactical team which can be organized in the minimal amount of time possible for critical incidents where an immediate response is needed.

### 3. TERM

This agreement will take effect upon the signing of said document by all listed signatories, and will remain in full force and effect until the governing body of enters an intent of their withdrawal in writing.

### 4. PERSONNEL

CHEROKEE SHERIFF'S OFFICE will retain responsibility for the recruitment and selection of personnel for their respective SWAT teams. The CHEROKEE SHERIFF may reject any candidate proposed for assignment to his or her respective SWAT team. The SWAT Team Commander may remove any officer from his or her SWAT team for any or no reason. Personnel assigned to the SWAT team shall be full-time sworn members of their respective agency.

In addition:

- a) All participating personnel will attend scheduled training sessions.
- b) New personnel appointed to the SWAT team will be required to successfully complete a POST certified basic special weapons and tactics course as soon as practical.

5. PERSONNEL COSTS AND EXPENSES

Each agency will be responsible for all personnel costs and obligations associated with the staff it assigns to the SWAT team, including, but not limited to base salary, overtime salary and fringe benefits, uniforms, ammunition, firearms, Workers' Compensation and retirement benefits. Each department will provide their participating personnel with the requisite safety equipment which is set forth in the policy and procedures of the SWAT team.

6. POLICIES AND PROCEDURES

Each officer assigned to the CHEROKEE and CANTON SWAT teams will follow the policies and general orders of the CHEROKEE SHERIFF'S OFFICE when the team is activated.

7. AMENDMENTS/ENTIRE AGREEMENT

Amendments and/or modifications to this Agreement can be proposed at any time by either agency. No amendment shall be effective unless the amendment is in writing and signed by each of the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party acknowledges that this Agreement contains the entire agreement between the parties.

Cherokee Sheriff's Office

City of Canton Police Department

By: 

Name: Frank Reynolds

Title: Sheriff

Date: 4-1-2024

By: \_\_\_\_\_

Name: Martin Ferrell

Title: Chief of Police

Date: \_\_\_\_\_