

## APPENDIX A

### SWAT TEAM OF OCEAN COUNTY MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Ocean County Municipal and County Police Agencies and the Ocean County Regional SWAT Team.

#### SECTION I

##### AUTHORITY

This MOU is effective as of the date of signature by the chief executive law enforcement officer of each Participating Agency. It shall continue in full force and effect until all involved parties in accordance with the procedures cited previously cancel it. The designated representative identified below represents that he/she is authorized by his/her jurisdiction or Participating Agency to enter into this agreement on behalf of the Participating Agency.

#### SECTION II

##### PROVISIONS FOR OPERATIONS ASSISTANCE

The Participating Agencies hereby approve and enter into this MOU whereby each Participating Agency represented may request Ocean County Regional SWAT Team assistance for all critical incidents or events including but not limited to large scale extra ordinary events, prolonged operations, any operation with expansive dynamics, or when the event being covered exceeds the capabilities of the responding Platoon or Squad based on the size or duration of the event.

#### SECTION III

##### REQUEST FOR ASSISTANCE

Each Participating Agency shall designate a representative that has the authority to request Ocean County Regional SWAT Team assistance.

In the event that a Participating Agency of this MOU is in need of assistance as set forth above, such party shall notify the Regional SWAT Tactical Commander or his designee from whom assistance is requested. The designated representative whose assistance is sought shall evaluate the situation and his available resources and respond in a manner he deems appropriate. If required, the requested SWAT Platoon or Squad may seek additional assistance through the Platoon Commander.

#### SECTION IV      COMMAND AND SUPERVISORY RESPONSIBILITY

The Police Chief or ranking sworn officer of the Receiver Agency will have overall command of the critical incident. The Regional SWAT Team Tactical Commander or his designee will have command and control of the tactics employed by the Ocean County Regional SWAT Team Platoons or Squads.

## SECTION V

## COMPLAINTS

Whenever there is cause to believe that a complaint has arisen as a result of a SWAT Team response as promulgated by this MOU, the chief or sworn ranking officer or his designee of the Receiver Agency shall be responsible for the documentation of said complaint to determine at a minimum the following:

1. The specific facts of the allegation.
2. The identity of the complainant(s).
3. An address where the complaining party can be contacted.
4. The identity of the employee(s) accused.

If it is determined that the complaint concerns the actions of a SWAT Team member(s), the above information, with all pertinent documentation gathered during the receipt and processing of the allegation, shall be forwarded without delay to the Receiver Agency sworn head. The Receiver Agency will conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the members of the SWAT Team violated accepted policies or procedures and forward the findings to the Ocean County Prosecutor's Office.

## SECTION VI

### LIABILITY

Each Participating Agency that provides assistance pursuant to this MOU, agrees to assume responsibility for the acts, omissions, or conduct of each of its SWAT Team members while engaged in rendering such assistance pursuant to this MOU.

## SECTION VII

### POWERS, PRIVILEGES, IMMUNITIES AND COSTS

SWAT Unit members of each Participating Agency engaging in assistance outside of their regular jurisdictional limits, under the terms of this MOU, shall, pursuant to the provisions of a properly executed Mutual Aid Agreement, have the same powers, duties, rights, privileges and immunities as if the SWAT Unit member was performing duties inside the member's municipalities in which normally employed.

Each Participating Agency agrees to furnish the 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 unreasonably deplete 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.

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, worker's compensation, salary, death and other benefits that apply to the activity of a SWAT Team member of a Participating Agency when performing the member's duties within the territorial limits of the member's

## APPENDIX B

Read this face sheet completely before filling out application.

Print in ink or type when filling out application.

Any misstatements or omissions of information, or refusal to sign the Agreement and Release form will be grounds for disqualification as a candidate for Ocean County Regional SWAT Team.

Answer all questions. If a question needs no answer, use N/A. If a question needs additional information, use additional sheets of paper.

Attach a recent full figure photograph of yourself to the application, as well as all relative certificates of training.

This application, along with all the documents submitted, will become the property of the Ocean County Regional SWAT Team.

Eligibility for membership into Ocean County Regional SWAT Team is based on the applicant's status as a current full-time law enforcement officer in Ocean County. The applicant should have two (2) years minimum law enforcement experience. The municipality, through which the candidate is employed, must have passed the Ocean County Regional SWAT Team Mutual Aid Ordinance. All candidates must meet the application requirements established by the Ocean County Prosecutor's Office.

All applications will be submitted to the candidates' Sheriff/Chief of Police/ Public Safety Director for prescreening and evaluation. Upon approval of the application, the respective police administrator will forward it to the SWAT Team Tactical Commander along with the Certificates of Endorsement. The applicant will then be subject to a background investigation and an interview before the SWAT Team Oral Review Board. Upon successful completion of the above, the candidate will be accepted or denied membership, or placed on a list for future consideration.

If during any period the candidate is performing unsatisfactory or is found to be a detriment to the team, the team commander will dismiss him from the Ocean County Regional SWAT Team.

# OCEAN COUNTY REGIONAL SWAT UNIT

## MEMBER APPLICATION

**General Information:**

Full Name: Last	First	Middle	(Maiden)
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Current Address	Street	City	State	Zip
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Home Phone	Cell Phone	Pager Number
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Date of Birth	Age	Social Security Number	Email Address
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Height	Weight	Eyesight/Glasses	Hearing
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Emergency Contact Person	Address	Phone
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Department	Department's Address	Phone
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Current Shift	Immediate Supervisor
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**Law Enforcement Related Prior Employment**

Employer	Address	Phone	From -To
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Employer	Address	Phone	From-To
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Employer	Address	Phone	From-To
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**Assignments: List divisions, bureaus or related responsibilities and dates.**

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**Prior experience with any active tactical units: List departments, dates, and duties.**

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**Education:**

List high school, colleges, universities and any military or trade schools attended.

Dates, From-To	Name	Address	Years completed	Diploma
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**Law Enforcement Training:**

List all tactical, negotiator or medic related training as applicable:

Type	Location	Dates
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**Military Experience:**

Branch	Responsibilities	Dates
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Related Hobbies or Interests to include language or specialty skills:

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Why do you feel you are qualified to take part in the Ocean County Regional SWAT Team?

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How do you feel you will be an asset to the Ocean County Regional SWAT Unit?

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**Photograph**

Please attach Photograph here.

**AGREEMENT & RELEASE**

As an applicant to Ocean County Regional SWAT Team, I agree to the terms listed as criteria for membership. In addition, I further acknowledge the following:

- My involvement in Ocean County Regional SWAT Team is voluntary in nature and I may terminate that involvement at any time with a ninety (90) day notice to the Ocean County Regional SWAT Tactical Commander. Immediate release may be granted with the approval of the Regional Executive Committee.
- I will submit to the rules and regulations of membership and the consequences of disciplinary action for failure to comply.
- I acknowledge my responsibility to be on call **twenty- four (24) hours per day, 365 days a year** and be available for immediate activation, as per rules and regulations of Ocean County Regional SWAT Team.
- I acknowledge my responsibility to be available for a minimum of sixteen (16) hours per month of in-service training.
- I am fully aware of the inherent dangers involved in the duty required and the training responsibilities.
- I certify that the statements contained herein are true to the best of my knowledge, and I understand that any false statements made in this application will be cause for disapproval of my appointment or for discharge after my appointment to Ocean County Regional SWAT Team.
- I hereby authorize any person or organization to release any information they may have regarding my health, character, or education.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Printed Name

\_\_\_\_\_  
Sheriff/Chief of Police/Public Safety Director

\_\_\_\_\_  
Date

**CERTIFICATE OF ENDORSEMENT**

Name of Applicant: \_\_\_\_\_

Department: \_\_\_\_\_

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

Upon evaluation of the candidate by the respective Sheriff/Chief of Police/Public Safety Director, the below areas will be addressed and initialed.

- Candidate to be a full time law enforcement officer in Ocean County and should have at least 2 years of law enforcement experience. \_\_\_\_\_
- Candidate must be in good physical health. \_\_\_\_\_
- Candidate has shown a dedication to training and reliability in attendance. \_\_\_\_\_
- Candidate can meet the physical fitness standard as set forth in this policy. \_\_\_\_\_
- Candidate has met the firearms standard of 95% on the Attorney General's Handgun Qualification Course. \_\_\_\_\_
- Candidate has had no significant disciplinary history. \_\_\_\_\_
- Candidate is of a nature and character that exemplifies a high level of Self-control and professionalism at all times. \_\_\_\_\_
- Candidate has passed a psychological screening and a clinical interview by a licensed psychologist or psychiatrist. \_\_\_\_\_

As Sheriff/Chief of Police/Public Safety Director/Medical Supervisor in the Township of \_\_\_\_\_

I certify that the above applicant has met the basic eligibility criteria to be considered for membership into Ocean County Regional SWAT Team and if accepted he will not be withdrawn from the team with out a ninety (90) day notice.

\_\_\_\_\_  
Sheriff/Chief of Police/Public Safety Director

\_\_\_\_\_  
Date

**Pre-test Endorsements - Tactical Applicants**

Tactical officer applicants must complete pre-testing in firearms and physical fitness to demonstrate their ability to successfully complete these requirements prior to acceptance. Applicants must arrange for these tests through the Ocean County Regional SWAT Team Command /Administrative Staff. Test completion endorsements must be signed below as indicated prior to the submission of this application packet.

**Firearm's Pre-Test**

Applicant \_\_\_\_\_ has successfully completed 90% of the Attorney General's Handgun qualification course.

Date \_\_\_\_\_ Ocean County Regional SWAT Team Firearms Staff

Instructor \_\_\_\_\_

**Fitness Pre-Test**

Applicant \_\_\_\_\_ has successfully completed the Ocean County Regional SWAT Team Fitness Certification pre-test.

Date \_\_\_\_\_ Ocean County Regional SWAT Team Fitness Staff

Instructor \_\_\_\_\_

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 member's Agency under the provisions of this MOU.

Nothing herein shall prevent the Receiver Agency from requesting supplemental appropriations from entities other than its governing political sub-division for reimbursement for itself and the assisting SWAT Team for any actual costs or expenses incurred by the assisting Participating Agency performing hereunder.

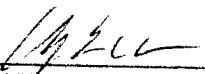
## SECTION VIII

### CANCELLATION


Any Participating Agency may cancel their participation in this MOU. Within ninety (90) days of delivery of written notice of cancellation by the Participating Agency to the Ocean County SWAT Team Tactical Coordinator, such cancellation will become effective.

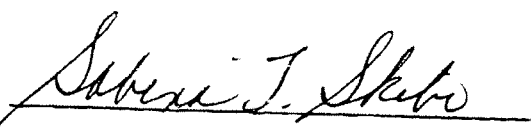
IN WITNESS WHEREOF; THE PARTICIPATING AGENCIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED.

AGREED TO AND ACKNOWLEDGED THIS 12 DAY OF January, 2009

  
\_\_\_\_\_  
Sheriff/Chief of Police/ Public Safety Director  
Police Department

  
\_\_\_\_\_  
Ocean County Prosecutor

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Township Clerk