

MUTUAL AID AGREEMENT

SOUTH FLORIDA CRIMINAL APPREHENSION TEAM

WITNESSETH

WHEREAS, the Participating Law Enforcement Agencies shall form the South Florida Criminal Apprehension Team (SFCAT) and are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the Participating Law Enforcement Agencies have the authority under section 23.12, Florida Statutes et. seq., the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement services which permits voluntary cooperation across jurisdictional lines and establishing joint operations to combat law enforcement problems; and

WHEREAS, the Participating Law Enforcement Agencies have identified a need to establish a multi-agency organization to address organized retail crime, burglary offenses, auto theft, any felony or misdemeanor approved by the SFCAT and related criminal activity occurring in South Florida.

NOW, THEREFORE, BE IT KNOWN that the undersigned parties, in consideration for mutual promises to render mutual aid, hereby agree as follows:

SECTION 1: PROVISIONS FOR VOLUNTARY COOPERATION

1.1. The Participating Law Enforcement Agencies, set forth in Attachment 1, hereby approve and enter into this Mutual Aid Agreement ("MAA") whereby each may render law enforcement assistance to the other for the purposes of jointly addressing organized retail crime, burglary offenses, auto theft, any felony or misdemeanor approved by SFCAT and related criminal activity which may cross over into a participating law enforcement agency's jurisdictional boundaries. In rendering law enforcement assistance, the Participating Law Enforcement Agencies will assign law enforcement officers as needed to the team, in a joint effort to address such criminal activity.

1.2. In furtherance of such voluntary cooperation, each agency's officers assigned to the SFCAT shall be authorized to provide such assistance in each other participating agency's respective County and/or jurisdictional boundaries and are authorized to take any and all necessary law enforcement action in the investigation, apprehension and arrest of individuals while involved in the SFCAT operations in furtherance of this MAA.

SECTION 2: COMMAND AND SUPERVISOR RESPONSIBILITY

2.1 The personnel and equipment that are assigned by a Participating Agency Head shall be under the immediate control of a supervising officer of the Participating Agency Head and the responsibility for the conduct of the SFCAT members shall remain with their respective participating agency heads. The day-to-day operation and administrative control of the SFCAT will be the responsibility of PBSO. Participating agencies can and are encouraged to provide targets in their jurisdictions and each request will be evaluated and addressed on a priority basis by the SFCAT.

2.2 If a member of a Participating law enforcement agency is involved in a "critical incident" as set forth in Palm Beach County Sheriff's Office (PBSO) General Order 522.00 (Critical Incident Investigations), while rendering law enforcement assistance in Palm Beach County as set forth in this MAA, the Participating law enforcement agency and its member agrees to adhere to that General Order. Further, the Participating law enforcement agency agrees that if one of their law enforcement officers is involved in a critical incident in Palm Beach County, the "involved" or "witness" officer will remain at the scene of the critical incident and comply with Palm Beach County Sheriff's Office General Order 522.00.

SECTION 3: CONFLICTS

3.1 Whenever a law enforcement officer is rendering assistance pursuant to this MAA, the law enforcement officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure of the Participating Agency is contradicted, contravened or otherwise in conflict with a direct order of a PBSO Supervisor , then such rule, regulation, policy, general order or procedure of the Participating Agency shall control and shall supersede the direct order.

SECTION 4: HANDLING OF COMPLAINTS

4.1 Whenever there is a cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this MAA, the complaint shall be forwarded to a PBSO Supervisor or his/her designee who shall be responsible for the documentation of said complaint to ascertain at a minimum:

- a. The identity of the Complainant
- b. An address where the complaining party can be contacted
- c. The specific allegation
- d. The identity of the employees accused without regard as to agency affiliation

4.2 If it is determined that the accused is an employee of a Participating Agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the Participating Agency for review and any action that such agency deems appropriate.

SECTION 5: LIABILITY

5.1 Each agency engaging in any mutual cooperation and assistance, pursuant to this MAA, agrees to assume responsibility for the acts, omissions, or conduct of such agency's own employees while engaged in rendering such aid pursuant to this MAA, subject to the provisions of Section 768.28, Florida Statutes, where applicable. Each agency further agrees to indemnify and hold harmless the other participating agency, its agents, appointees, employees, designees and representatives from any and all claims, demands, judgments, suits and verdicts, cause and causes of action relating to the actions of its own officers in the performance of this MAA, subject to the provisions of Section 768.28, Florida Statutes.

SECTION 6: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

6.1 Under the terms of this MAA, an employee of a Participating Law Enforcement Agency, when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of the employee's jurisdictional limits, but in such areas as stated in this MAA, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which he/she is normally employed.

6.2 Each Participating Law Enforcement Agency agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other party to the MAA as set forth above, provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

6.3 A political subdivision that furnishes equipment pursuant to this MAA 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.

6.4 The Assisting Agency will pay the salary, benefits, overtime and other compensation to its Officers assigned to the SFCAT, including any amounts paid or due for compensation due to personal injury or death while such Officer is engaged in rendering such assistance.

6.5 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 an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this MAA. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

SECTION 7: FORFEITURE

7.1 The Participating Agency in whose jurisdiction property is seized will maintain the seized property and determine whether there is a good-faith basis to initiate forfeiture proceedings related to property seized by it in the course of the investigations relating to this MAA.

7.2 In cases of overlapping jurisdiction between a County Participating Agency and a Municipality Participating Agency, the municipality shall be responsible for any forfeiture of seized property in accordance with Section 7.1, unless otherwise agreed to by the municipality and the county.

7.3 It is recognized that during the course of the operation of this MAA, property subject to forfeiture under the Florida Contraband Forfeiture Act, Section 932.701, et. seq., Florida Statutes, may be seized. Any such property seized, and if forfeited and awarded, shall be equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property including, but not limited to, the complete discretion to bring the action, to dismiss the action, or to settle, pursuant to the provision of the Florida Contraband Forfeiture Act.

SECTION 8: INSURANCE

8.1 Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this MAA of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION 9: EFFECTIVE DATE

9.1 This MAA shall take effect upon execution and approval by the hereinafter named officials (the "effective date") and shall continue in full force and effect for a one year period unless terminated prior thereto by any or all of the parties herein. The prior Mutual Aid Agreement for the Burglary Apprehension Task Force, and its Addendums, shall cease to be in effect upon the effective date of this Agreement. Any individual agency may cancel their participation in this organization and terminate this MAA as to their agency upon thirty (30) days written notice to the other participating agencies. This MAA will be automatically renewed for consecutive one year periods as to the participating agencies that have not provided a notice of termination as set forth herein.

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

[Remainder of this page intentionally left blank]

CITY OF COCONUT CREEK

BY: _____
Sheila N. Rose, City Manager Date _____

ATTEST:

Joseph J. Kavanagh, City Clerk Date _____

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney Date _____

ATTACHMENT 1
PARTICIPATING LAW ENFORCEMENT AGENCIES

Aventura Police Department
Boca Raton Police Department
Boynton Beach Police Department
Broward County Sheriff's Office
Clewiston Police Department
Coral Gables Police Department
Coral Springs Police Department
Davie Police Department
Delray Beach Police Department
Florida Atlantic University Police Department
Ft. Lauderdale Police Department
Glades County Sheriff's Office
Gulfstream Police Department
Hendry County Sheriff's Office
Homestead Police Department
Indian River County Sheriff's Office
Juno Beach Police Department
Jupiter Police Department
Jupiter Inlet Colony Police Department
Jupiter Island Public Safety
Lake Clarke Shores Police Department
Lantana Police Department
Lighthouse Point Police Department
Margate Police Department
Martin County Sheriff's Office
Miami Beach Police Department
Miami Gardens Police Department
North Miami Beach Police Department
North Palm Beach Police Department
Ocean Ridge Police Department
Palm Beach Police Department
Palm Beach Gardens Police Department
Palm Springs Police Department
Pembroke Pines Police Department
Pinecrest Police Department
Plantation Police Department
St. Lucie County Sheriff's Office

Stuart Police Department
Tequesta Police Department
West Palm Beach Police Department

**SUBJECT: CRITICAL INCIDENT INVESTIGATIONS**

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CONTENTS:

This General Order consists of the following numbered sections:

- I. [COMPOSITION OF THE CRITICAL INCIDENT INVESTIGATIVE TEAM \(C.I.I.T.\)](#)
- II. [RESPONSIBILITY OF THE C.I.I.T. INVESTIGATORS](#)
- III. [NOTIFICATIONS](#)
- IV. [POST CRITICAL INCIDENT DEBRIEFING](#)
- V. [POST CRITICAL INCIDENT - INVOLVED MEMBER](#)
- VI. [POST CRITICAL INCIDENT ASSESSMENT TEAM](#)

DISCUSSION:

This Order establishes guidelines to investigate all member-involved critical incidents and any other critical incidents that the Sheriff deems necessary. At the Sheriff's discretion, he may request or invite an outside law enforcement entity at the federal or state level to investigate, in totality or in part, any aspects of an officer-involved critical incident. PBSO, in conjunction with the State Attorney's Office, will investigate all officer-involved incidents expeditiously, thoroughly and professionally in order to factually establish what occurred. This Order applies to all members.

DEFINITIONS:

ADMINISTRATIVE INVESTIGATION – An investigation conducted by the Division of Internal Affairs to determine if the actions taken during the critical incident were compliant with PBSO procedures.

CRITICAL INCIDENT – An incident that is unusual, is violent, and involves perceived threat to, or actual loss of, human life. The incident is a significant emotional event that breaks through an individual's normal coping mechanisms and may cause extreme psychological distress.

CRITICAL INCIDENT INVESTIGATIVE TEAM (C.I.I.T.) – A team tasked with the responsibility of investigating critical incidents.

CRITICAL INCIDENT INVESTIGATION COORDINATOR - The detective commander, or designee, will act as the investigation coordinator and oversee all aspects of the criminal investigation.

CRITICAL INCIDENT INVESTIGATION TEAM SUPERVISOR - The Critical Incident Investigation Team supervisor will be of the rank of lieutenant or higher, and assigned to the detective unit.

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CRIMINAL INVESTIGATION - An investigation conducted by the Critical Incident Investigative Team to determine if actions taken during the critical incident complied with Florida Statutes.

PROCEDURES:**I. COMPOSITON OF THE CRITICAL INCIDENT INVESTIGATIVE TEAM (C.I.I.T.)**

- A. The C.I.I.T. supervisor may designate another supervisor to be the team supervisor.
- B. One or more detectives selected from the Violent Crimes Division.
- C. The Violent Crimes Division commander, or designee, will act as the investigation coordinator and oversee all aspects of the criminal investigation.

II. RESPONSIBILITY OF THE C.I.I.T. INVESTIGATORS

- A. If the incident involves a death of a human being, the Office of the Medical Examiner will be notified, and a request for a Forensic Investigator to respond to the scene will be made.
- B. The State Attorney's Office will be notified, as per their on-call policy.
- C. Identify evidence for collection and preservation.
- D. The processing and photographing of the scene will be overseen, in conjunction with the Crime Scene Supervisor.
- E. Interviews and statements given by witnesses will be recorded.
- F. If a full statement will not be provided by the involved member(s), and if the situation dictates, a public safety statement may be requested.
- G. The C.I.I.T. supervisor will conduct an on-scene critique, either on-site, or at a place and time designated by the C.I.I.T. supervisor, to discuss the facts and circumstances with the following personnel:
 - 1. C.I.I.T. members
 - 2. The commander of the Violent Crimes Division
 - 3. The Crime Scene Supervisor or designee
 - 4. The Internal Affairs (IA) supervisor/investigator
 - 5. The commander of Legal Affairs or designee

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6. The State Attorney or Assistant State Attorney and/or their investigators
 7. Any other personnel deemed essential by the C.I.I.T. supervisor
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- I. The commander of the Violent Crimes Division will conduct an on-scene critique of any video, audio, or digital recordings known to exist, and available, at that time.
 - J. The C.I.I.T. coordinator, or in his absence, the C.I.I.T. supervisor will ensure PBSO Executive Staff are apprised of all aspects of the investigation as it progresses. This will be a direct line, chain-of-command communication and should not be superseded.
 - K. All reports and statements pertaining to any investigation conducted by the C.I.I.T. will be prepared and submitted as soon as reasonably possible.
 - L. The C.I.I.T. supervisor may conduct a post incident debriefing with the C.I.I.T. members, IA supervisor(s)/investigator(s), commander of Legal Affairs or designee, State Attorney or designee, Crime Scene Supervisor or designee, and any other personnel deemed essential by the C.I.I.T. supervisor.

III. NOTIFICATIONS

- A. When a police related shooting or other type of critical incident occurs involving a deputy, civilian employee, or an officer or agent from another law enforcement agency within the jurisdiction of PBSO, the Watch Commander and/or designee will notify the C.I.I.T. supervisor, who, upon reviewing the facts related to the incident, will determine whether the C.I.I.T. will be activated.
- B. Notifications will be made as required by G.O. 429.01 - Staff Notification During Emergency or Other Serious Situations.
- C. The Watch Commander or designee will be responsible for the following:
 1. Take command of the scene and protect any known evidence until the arrival of the C.I.I.T. supervisor or designee.
 2. Secure the entire area with crime scene tape and remove all unauthorized persons, including officers not required inside the crime scene of the critical incident.
 3. Assign a deputy or other personnel at the scene to maintain a log. The log will contain the following information:
 - a. The names and ID numbers of officer(s) or other members assigned duties at the scene and a description of those duties.

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- b. The names of any person(s) who enter the scene, the time they enter the scene, reason for entering the scene, and the time they left the scene.
 4. Ensure that all witnesses, including officers, remain at the scene and are separated to ensure proper police protocol and witness credibility.
 5. Briefly speak with the involved officer(s) in order to ascertain a basic understanding of what occurred, so that affected supervisors may be briefed to better facilitate the investigation.
 6. Advise the member(s) involved and all witnesses not to discuss the details of the incident with any one else, regardless of rank, until they have been interviewed by C.I.I.T.
 - a. This does not preclude questions regarding the condition of the witnesses or members by appropriate supervisory personnel.
 - b. Allow the involved member(s) to confer with his attorney and the PBSO psychologist, if requested.
 - c. The attorney and PBSO psychologist will be granted confidentiality rights as provided by state statute.
 7. Provide a reasonably safe environment for the involved members(s) who is waiting to be interviewed.
 8. Ensure that the needs of the involved member(s) are met.
 9. Immediately initiate an area canvass to locate and identify any additional witnesses who have information relevant to the critical incident. Any witnesses will be made known to the C.I.I.T. supervisor, the lead investigator appointed by the C.I.I.T. supervisor, and the commander of IA or the IA supervisor/investigator.
 10. Remain at the scene and take charge of the perimeter and security until relieved by the C.I.I.T. supervisor.
- D. The C.I.I.T. supervisor and the IA sergeant/investigator assigned to the critical incident investigation will coordinate the criminal and administrative investigations.
- E. The C.I.I.T. and IA will investigate the following critical incidents, and any other incident deemed appropriate by the Sheriff:
 1. When a deputy or other sworn officer uses physical force resulting in death, or life threatening injuries likely to result in death of a human being.

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2. When a deputy or other sworn officer has shot and injured a person, or has been shot and injured, and the incident occurred within Palm Beach County.
 3. When a deputy or other sworn officer suffers a self-inflicted firearm injury, whether intentional or accidental.
 4. Any death of a person who is in the custody of any deputy, or other sworn officer, or within the care, custody, and control of any PBSO correctional facility, upon request of the commander of IA, or designee.
 5. Any incident, which the Sheriff deems necessary.
- F. In the event any of the above critical incidents involving PBSO members occur inside the jurisdiction of any city in Palm Beach County, the Watch Commander will respond to the scene and monitor the situation. The Watch Commander will ensure that:
1. the appropriate staff notification is made as required by G.O. 429.01.
 2. the C.I.I.T. supervisor is notified for determining C.I.I.T. response to monitor and/or assist the investigating agency (if requested).
 3. the member's Division or District commander, the commander of Legal Affairs, and the commander of IA are notified. The commander of IA will determine which IA sergeant/investigator will respond to monitor the investigation.
 4. the C.I.I.T. member(s) and IA supervisor(s)/investigator(s) are briefed on what has occurred to that point, and then turn the investigation over to them.
 - a. IA has the option of conducting the administrative investigation immediately following the outside agency's investigation or a later date.
- G. The C.I.I.T. (only) will investigate the following critical incidents when an officer(s) or agent(s) from another law enforcement agency is involved in a critical incident within the jurisdiction of PBSO:
1. The C.I.I.T. will keep the affected law enforcement agency apprised of the progress of the investigation.
 2. The C.I.I.T. may coordinate the investigation with the other agency, or conduct the investigation independent of the other agency, if the other law enforcement agency has concurrent jurisdiction.

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- G. The IA supervisor(s)/investigator(s) present will, if necessary:
1. Conduct separate interviews with each member or other sworn officer.
 2. Witness members are required to cooperate in the administrative investigation.
 - a. If a witness member refuses to cooperate under the belief that he is a participant in the incident, the member will be treated as an involved member.
 - b. If a witness member refuses to cooperate, and he is not under the belief that he is a participant, the IA supervisor/investigator will issue a lawful order to cooperate, with the warning that disciplinary action may be taken if the member refuses to comply with the order.
 3. The Internal Affairs investigator assigned to the critical incident investigation will be responsible for arranging an appointment for the involved member with a designated psychologist and, when possible, ensuring the visit occurs within 72 hours following the critical incident, or at the earliest time possible if not within 72 hours.
- H. All releases to the media will be released through, or in conjunction with, the Director of Public Affairs.

IV. POST CRITICAL INCIDENT DEBRIEFING

- A. The commander of VCD may post notice of a critical incident debriefing within 48 hours or at the earliest time possible if not within 48 hours. The attendees will include representatives from C.I.I.T., the commander of Violent Crimes, the commander of Internal Affairs, the commander of Training or designee, a representative from Legal Affairs, the Crime Scene Investigator(s) and Supervisor, the Medical Examiner or representative, and representatives of the State Attorney's Office.
- B. The debriefing will cover known facts of the current investigation and review and address significant and/or problematic issues identified during the on-scene critical incident investigation.

V. POST CRITICAL INCIDENT - INVOLVED MEMBER

- A. Prior to the involved member(s) returning to duty, an interview with the PBSO designated psychologist will be required. The member(s) will be advised of the availability of the Employee Assistance Program (see GO 312.04) and the Well-Being Program (see GO 312.07).

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- B. The involved member(s), while on administrative leave, will be available at all times for official interviews and statements regarding the incident and will be subject to recall at any time.
- C. The involved member(s) is not to discuss the details of the investigation with anyone except the member's private attorney, the PBSO psychologist, and/or C.I.I.T. investigators.
- D. The involved member(s) will not discuss the details of the Administrative Investigation with anyone other than the supervisor(s) of IA, pending the completion of the internal investigation, and acceptance by the Sheriff.

VI. POST CRITICAL INCIDENT ASSESSMENT TEAM

- A. The Post Critical Incident Assessment Team (PCIAT) will be responsible for conducting a review of critical incidents in the following areas:
 - 1. Tactical analysis
 - 2. Training issues
 - 3. Quality of supervision at scene
 - 4. Quality of investigative efforts related to the incident
- B. Members of the PCIAT will consist of the following members, at a minimum:
 - 1. Member(s) of Senior Executive Staff designated by the Sheriff
 - 2. Major of the Professional Compliance Bureau
 - 3. Major of the Major Crimes Bureau
 - 4. Major of the involved member's assigned Bureau
 - 5. Bureau Director of the Communications Support Bureau
 - 6. Commander of the Training Division
 - 7. Commander of Internal Affairs
 - 8. Commander of Legal Affairs
 - 9. Any other subject matter expert deemed necessary for the review. This determination will be made in collaboration with the Majors of the Professional Compliance Bureau and Major Crimes Bureau
- C. Cases will be selected under the direction of Legal Affairs for the purpose of risk assessment and in anticipation of litigation, and will be reviewed by the PCIAT on a quarterly basis.
 - 1. This assessment is to provide Legal Affairs information on current training and policies on which to base possible revisions in training or policies, or both, so that the PBSO can better perform its functions of serving and protecting the public.
- D. Cases under consideration must be closed investigations, where a closeout letter from the State Attorney's Office has been received and the Internal Affairs Investigation has been completed.

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- E. Members of the PCIAT will discuss the circumstances known at the time of the incident and the tactical decision making of deputies, supervisors and Communications personnel.

- F. The recommendations of PCIAT will be prepared at the direction of Legal Affairs and constitutes attorney/client privileged information regarding legal tactics and settlement strategy, which is not subject to release as a public record under Chapter 119, Florida Statutes. Once prepared, the PCIAT will forward its assessment and recommendations to Legal Affairs.