

MEMORANDUM

Agenda Item No. 8(I)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: June 2, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution retroactively approving and authorizing the County Mayor's action of executing a Mutual Aid Agreement ("Agreement"), between subscribing law enforcement agencies and Miami-Dade County, by and through the Miami-Dade Police Department, for participation in the South Florida Task Force, Burglary Apprehension and Vehicle Crimes Unit, for a one-year term, which shall automatically renew, indefinitely for one-year terms, unless terminated; and authorizing the County Mayor to terminate the Agreement

Resolution No. R-551-21

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: June 2, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava". The signature is written in a cursive, flowing style.

Subject: Resolution Retroactively Approving and Authorizing the Execution of a Mutual Aid Agreement Between Subscribing Law Enforcement Agencies for Participation in the South Florida Task Force, Burglary Apprehension and Vehicle Crimes Unit

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached resolution retroactively approving and authorizing the County Mayor or County Mayor's designee's action of executing a Mutual Aid Agreement (MAA) between subscribing law enforcement agencies and Miami-Dade County (County), by and through the Miami-Dade Police Department (MDPD), for cooperation in the South Florida Task Force, Burglary Apprehension and Vehicle Crimes Unit (Task Force), for a one-year term beginning on the date of execution. After the initial one-year term, the MAA will automatically renew for consecutive one-year periods, unless terminated.

Scope

This MAA provides for a cooperative effort between subscribing law enforcement agencies and Miami-Dade County, through the MDPD, for the investigation, apprehension, and arrest of individuals who commit burglaries, auto thefts, or related crimes which may cross over into Palm Beach County, Broward County, Miami-Dade County, Martin County and St. Lucie County, and into each subscribing agency's jurisdictional boundaries.

Delegation of Authority

The County Mayor or County Mayor's designee is retroactively authorized to execute the MAA between subscribing law enforcement agencies and the County, by and through the MDPD. The County Mayor or County Mayor's designee is also authorized to terminate the MAA. The County Mayor or County Mayor's designee is further authorized to extend the MAA indefinitely for one-year periods.

Fiscal Impact/Funding Source

Each party to the MAA agrees to pay the salary, benefits, overtime, and other compensation to its officers that are assigned to the Task Force. As such, there is no fiscal impact to the County beyond ordinary operational expenses.

Track Record/Monitor

Assistant Director Thomas Hanlon of the MDPD's Police Services, will track and monitor compliance with this MAA.

Background

In the conduct of day-to-day operations, the MDPD often works with other law enforcement agencies to investigate, apprehend, and arrest individuals who commit crimes, specifically herein, burglaries, auto thefts, and related criminal activity. Such joint operations allow participating agencies to conduct law enforcement activities outside of the jurisdictional confines of their respective agencies.

The subscribing law enforcement agencies have identified a need to establish a multi-agency task force to address burglary offenses, auto thefts, and related criminal activity occurring in Palm Beach County, Broward County, Miami-Dade County, Martin County and St. Lucie County, and crossing over into each subscribing agency's jurisdictional boundaries. Each subscribing law enforcement agency may render law enforcement assistance to the other for the purposes of the Task Force as outlined in the MAA.

The MAA establishes the policies and procedures governing the operations of the Task Force. More specifically, the MAA establishes guidelines for the assignment of personnel, equipment, resources, and facilities; and ensures that no subscribing law enforcement agency will be required to deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid. Additionally, each subscribing law enforcement agency will pay the salary, benefits, overtime and other compensation to its officers assigned to the Task Force.



JD Patterson
Chief Public Safety Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: June 2, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(I)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)
6-2-21

RESOLUTION NO. _____ R-551-21

RESOLUTION RETROACTIVELY APPROVING AND AUTHORIZING THE COUNTY MAYOR'S OR COUNTY MAYOR'S DESIGNEE'S ACTION OF EXECUTING A MUTUAL AID AGREEMENT ("AGREEMENT"), BETWEEN SUBSCRIBING LAW ENFORCEMENT AGENCIES AND MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, FOR PARTICIPATION IN THE SOUTH FLORIDA TASK FORCE, BURGLARY APPREHENSION AND VEHICLE CRIMES UNIT, FOR A ONE-YEAR TERM, WHICH SHALL AUTOMATICALLY RENEW, INDEFINITELY FOR ONE-YEAR TERMS, UNLESS TERMINATED; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TERMINATE THE AGREEMENT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Retroactively approves the Mutual Aid Agreement, in substantially the form attached hereto as Exhibit A and made a part hereof, between subscribing law enforcement agencies and Miami-Dade County, by and through the Miami-Dade Police Department, for participation in the South Florida Task Force, Burglary Apprehension and Vehicles Crime Unit. The Mutual Aid Agreement authorizes the Miami-Dade Police Department to work cooperatively and across jurisdictional boundaries with law enforcement agencies throughout South Florida to investigate, apprehend, and arrest individuals who commit burglaries, auto thefts, or related crimes that cross over into Palm Beach County, Broward County, Miami-Dade County, Martin County

and St. Lucie County, and into each participating agencies jurisdictional boundaries. The Mutual Aid Agreement shall extend for a one-year term, commence after execution by all parties, and automatically renew for one-year consecutive terms, unless terminated.

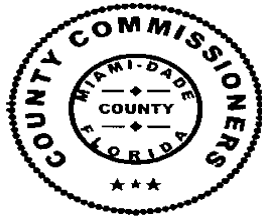
Section 2. Retroactively authorizes the County Mayor or County Mayor’s designee to execute the Mutual Aid Agreement with subscribing law enforcement agencies.

Section 3. Authorizes the County Mayor or County Mayor’s designee to terminate the Mutual Aid Agreement.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** , who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

	Jose “Pepe” Diaz, Chairman	aye	
	Oliver G. Gilbert, III, Vice-Chairman	aye	
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of June, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "SAG", with a horizontal line extending to the right.

Shanika A. Graves

MUTUAL AID AGREEMENT

SOUTH FLORIDA TASK FORCE

BURGLARY APPREHENSION AND VEHICLE CRIMES UNIT

W I T N E S S E T H

WHEREAS, the Subscribing Law Enforcement Agencies 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 Subscribing 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 task force to address burglary offenses, auto theft, 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 Subscribing Law Enforcement Agencies (herein also referred to individually as an "Assisting Agency" and set forth in **Attachment 1**) hereby approve and enter into this Mutual Aid Agreement (the "Agreement") whereby each may render law enforcement assistance to the other for the purposes of jointly addressing burglary offenses, auto theft, and related criminal activity which may cross over into Palm Beach County, Broward County, Miami-Dade County, Martin County and St. Lucie County, and into each participating agency's jurisdictional boundaries. In rendering law enforcement assistance, the Subscribing Law Enforcement Agencies will assign law enforcement officers as needed to the task force, in a joint effort to address such criminal activity.

1.2. In furtherance of such voluntary cooperation, each agency's officers assigned to this task force 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 task force operations in furtherance of this Agreement.

SECTION 2: COMMAND AND SUPERVISOR RESPONSIBILITY

2.1 The personnel and equipment that are assigned by the Assisting Agency Head shall be under the immediate control of a supervising officer of the Assisting Agency Head and the responsibility for the conduct of the task force members shall remain with their respective participating agency heads. The day-to-day operation and administrative control of the Task Force will be the responsibility of the Task Force Supervisors, one of which shall be appointed by the Palm Beach County Sheriff's Office, one appointed by the Broward County Sheriff's Office, and one appointed by the Miami-Dade Police Department. 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 Task Force Supervisors.

2.2 If a member of a subscribing law enforcement agency is involved in a "critical incident" as set forth in Palm Beach County Sheriff's Office General Order 522.00 (Critical Incident Investigations), while rendering law enforcement assistance in Palm Beach County as set forth in this Agreement, the subscribing law enforcement agency and its member agrees to adhere to that General Order. See **Exhibit A**. Further, the subscribing 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.

a. As to the Ft. Lauderdale Police Department only, the following shall apply in place of Section 2.2 above:

"If any member of the Fort Lauderdale Police Department is involved in, or is a witness to, a "critical incident" as defined in the Palm Beach County Sheriff's Office General Order 522.00 (Critical Incident Investigations), while rendering law enforcement assistance in Palm Beach County as set forth in this Agreement, said member shall remain on scene until released by the investigating authority. Witness officers shall cooperate with the investigating agency. Involved officers shall cooperate with the investigating agency, as provided by law."

SECTION 3: CONFLICTS

3.1 Whenever a law enforcement officer is rendering assistance pursuant to this Agreement, 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 Assisting Agency is contradicted, contravened or otherwise in conflict with a direct order of a Task Force Supervisor, then such rule, regulation, policy, general order or procedure of the Assisting Agency shall control and shall supercede 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 Agreement, the complaint shall be forwarded to the Task Force 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 an Assisting 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 Assisting 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 Agreement, 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 Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. Each agency further agrees to indemnify and hold harmless the other subscribing 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 Agreement, subject to the provisions of Section 768.28, Florida Statutes.

SECTION 6: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

6.1 Under the terms of this Agreement, an employee of a Subscribing 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 Agreement, 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 Subscribing Law Enforcement Agency agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other party to the Agreement 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 Agreement 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 task force, 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 Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

SECTION 7: FORFEITURE

7.1 The Assisting 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 task force investigations relating to this Agreement.

7.2 In cases of overlapping jurisdiction between a County Assisting Agency and a Municipality Assisting 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 Agreement, 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 Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION 9: EFFECTIVE DATE

9.1 This Agreement 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 task force and terminate this agreement as to their agency upon thirty (30) days written notice to the other participating agencies. This Agreement 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.

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ATTACHMENT 1
Subscribing Law Enforcement Agencies

Palm Beach County Sheriff's Office
Boca Raton Police Department
Boynton Beach Police Department
Delray Beach Police Department
Florida Atlantic University Police Department
Juno Beach Police Department
Jupiter Police Department
Jupiter Inlet Colony Police Department
Lantana Police Department
North Palm Beach Police Department
Ocean Ridge Police Department
Palm Beach Police Department
Palm Beach Gardens Police Department
Palm Springs Police Department
Riviera Beach Police Department
Tequesta Police Department
West Palm Beach Police Department

Broward County Sheriff's Office
Coral Springs Police Department
Ft. Lauderdale Police Department
Hollywood Police Department
Light House Point Police Department
Margate Police Department
Pembroke Pines Police Department

Miami Beach Police Department
Miami-Dade County Police Department
Coral Gables Police Department
Miami Gardens Police Department

Martin County Sheriff's Office

St. Lucie County Sheriff's Office
Port St. Lucie Police Department

Florida Highway Patrol

PALM BEACH COUNTY SHERIFF'S OFFICE

Ric L. Bradshaw, Sheriff Date

BOCA RATON POLICE DEPARTMENT

Chief Michelle Miuccio Date

BOYNTON BEACH POLICE DEPARTMENT

Chief Michael G. Gregory Date

BROWARD COUNTY SHERIFF'S OFFICE

Gregory Tony, Sheriff Date

Approved as to form and legal sufficiency,
subject to execution by the parties:

By: _____
Terrence Lynch Date
General Counsel, Broward County Sheriff's Office

CORAL GABLES POLICE DEPARTMENT

Chief Edward J. Hudak Jr. Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

CORAL SPRINGS POLICE DEPARTMENT

Chief Clyde Parry Date

DELRAY BEACH POLICE DEPARTMENT

Chief Javaro Sims Date

FLORIDA ATLANTIC UNIVERSITY POLICE DEPARTMENT

Chief Sean Brammer Date

FLORIDA HIGHWAY PATROL

Director Colonel Gene Spaulding Date

FORT LAUDERDALE POLICE DEPARTMENT

Chief Rick Maglione Date

City Manager Date

As to form:

Assistant City Attorney Date

HOLLYWOOD POLICE DEPARTMENT

Chief Chris O'Brien Date

JUNO BEACH POLICE DEPARTMENT

Chief Brian J. Smith Date

JUPITER POLICE DEPARTMENT

Chief Daniel J. Kerr Date

JUPITER INLET COLONY POLICE DEPARTMENT

Chief John Pruitt Date

LANTANA POLICE DEPARTMENT

Chief Sean Scheller Date

LIGHTHOUSE POINT POLICE DEPARTMENT

Chief Ross Licata Date

Mutual Aid Agreement- Burglary Apprehension and Vehicle Crimes Unit Task Force

MARGATE POLICE DEPARTMENT

Chief Jonathan Shaw Date

City Manager Date

City Attorney Date

MARTIN COUNTY SHERIFF'S OFFICE

William D. Snyder, Sheriff Date

MIAMI BEACH POLICE DEPARTMENT

Chief Richard Clements Date

MIAMI-DADE POLICE DEPARTMENT

Alfredo Ramirez III Director Date

MIAMI-DADE COUNTY

Daniella Levine Cava, Mayor Date

MIAMI GARDENS POLICE DEPARTMENT

Chief Delma Noel-Pratt Date

City Manager Cameron D. Benson Date

City Attorney Sonja K. Dickens Date

City Clerk Mario Bataille Date

MIAMI-DADE COUNTY

ATTEST:

County Clerk Date
Miami-Dade County, Florida

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

Assistant County Attorney Date
Miami-Dade County, Florida

NORTH PALM BEACH POLICE DEPARTMENT

Chief Richard Jenkins Date

OCEAN RIDGE POLICE DEPARTMENT

Chief Hal Hutchins Date

PALM BEACH POLICE DEPARTMENT

Chief Nicholas P. Caristo Date

PALM BEACH GARDENS POLICE DEPARTMENT

Chief Clinton Shannon Date

PALM SPRINGS POLICE DEPARTMENT

Chief Thomas Ceccarelli Date

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 DEBRIEFING
- V. POST CRITICAL INCIDENT - INVOLVED OFFICER
- VI. POST CRITICAL INCIDENT ASSESSMENT TEAM

DISCUSSION:

The purpose of this order is to establish guidelines to investigate all officer-involved critical incidents and any other critical incidents, which the Sheriff deems necessary. At the Sheriff's discretion he may request or invite an outside law enforcement entity, either 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 will apply to all employees.

DEFINITIONS:

ADMINISTRATIVE INVESTIGATION – An investigation conducted by the Division of Internal Affairs to determine if the actions taken during the critical incident were in compliance 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 Bureau 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 Bureau.

GENERAL ORDER**522.00**

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

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

- A. The C.I.I.T. Supervisor may, at his discretion, 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.
- D. The C.I.I.T. Supervisor will provide Communications with a "Notification List for Critical Incidents" which will be retained on file in Communications. The C.I.I.T. Supervisor will periodically update the notification list.

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. An on-scene walk-through if possible may be conducted with the involved deputy(ies).
- G. An attempt to conduct an at-scene walk-through and interview with any civilian and/or co-defendant.
- H. 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:

GENERAL ORDER**522.00**

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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
 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
- 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 will 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 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. Upon activation of the Team, the C.I.I.T. Supervisor will have Communications notify the persons listed in the following order:
1. The Commander of IA or designee.
 2. The Crime Scene Supervisor who will respond to the scene. Additional crime scene personnel may then be called to assist with the investigation, at the discretion of the Crime Scene Supervisor or C.I.I.T. Supervisor.
 3. The Commander of Legal Affairs, who will then determine if additional personnel from Legal Affairs will be called to assist.
 4. The contracted PBSO Psychologist.

GENERAL ORDER**522.00**

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5. The Public Information Officer (PIO).
 6. Staff notification.
 7. Incident Command Unit, if requested by C.I.I.T. Supervisor.
- B. 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 employees assigned duties at the scene, and what those duties are.
 - 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 employee(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. This does not preclude questions regarding the condition of the witnesses or officers by appropriate supervisory personnel. Allow the involved employee(s) to confer with his attorney and the PBSO Psychologist, if requested. The attorney and PBSO Psychologist will be granted confidentiality rights as provided by state statute.
 7. Provide a reasonable safe environment for the involved officer(s) who is waiting to be interviewed.
 8. Ensure that the needs of the involved employee(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

GENERAL ORDER**522.00**

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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 appointed by that Commander.

10. Remain at the scene and take charge of the perimeter and security until relieved by the C.I.I.T. Supervisor.
- C. The C.I.I.T. Supervisor and the IA Sergeant/Investigator assigned to the Critical Incident Investigation will coordinate the Criminal and Administrative Investigations.
- D. 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.
 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.
- E. In the event any of the above critical incidents involving PBSO employees 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 also ensure that the appropriate staff notification is made via Communications. The C.I.I.T. Supervisor is notified for determination regarding C.I.I.T. response to monitor and/or assist the investigating agency (if requested). The Watch Commander will ensure that the Commander to which the involved officer(s) is assigned, 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.
1. The Watch Commander will brief the C.I.I.T. member(s) and IA Supervisor(s)/Investigator(s) of what has occurred to that point, and then turn the investigation over to them.

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2. IA has the option of conducting the Administrative Investigation immediately following the outside agency's investigation, or at a later date.
- F. 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.
- G. The IA Supervisor(s)/Investigator(s) will be present and, if necessary, will:
1. Conduct separate interviews with each deputy or other sworn officer, or employee.
 2. Witness officer(s) and employees are required to cooperate in the Administrative Investigation.
 - a. If a witness, officer(s) or employee(s) refuses to cooperate under the belief that he is a participant in the incident, the officer(s) will be treated as an involved officer.
 - b. If a witness officer(s) or employee 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 officer or employee refuses to comply with the order.
 3. Internal Affairs investigator assigned to the Critical Incident Investigation will be responsible for arranging an appointment for the involved deputy 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 PIO.

IV. POST CRITICAL DEBRIEFING

- A. The Commander of VCD will post notice of a Critical Incident Debriefing (CID) within 48 hours or at the earliest time possible if not within 48 hours. The attendees will include representatives from C.I.I.T., Commander of Violent Crimes, Commander of Internal Affairs, Commander of Training or designee, representative from Legal Affairs, Crime Scene Investigators and Supervisor,

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Medical Examiner or representative, and representatives of the State Attorney's Office.

- B. The aspects of this debriefing will cover known facts of current investigation and will be in tune to review and address significant and/or problematic issues identified during the on-scene critical incident investigation.

V. POST CRITICAL INCIDENT - INVOLVED OFFICER

- A. Prior to the involved officer(s) returning to duty an interview with the PBSO designated psychologist will be required. The officer(s) will also be advised of the availability of the Employee Assistance Program.
- B. The involved officer(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 officer(s) is not to discuss the details of the investigation with anyone except the officer's private attorney, the PBSO Psychologist, and/or C.I.I.T. Investigators.
- D. The involved officer(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 of Executive Staff as designated by the Sheriff
 - 2. Commander of affected regional bureau
 - 3. Commander of Internal Affairs
 - 4. Commander or supervisor from the involved deputy's assignment at the time of the incident
 - 5. Commander or executive officer of the Training Division
 - 6. Executive Officer from the Communications Division
 - 7. Any other subject matter expert deemed necessary for the review
- C. Cases will be selected under the direction of the Department of Legal Affairs for the purpose of risk assessment and in anticipation of litigation, and will be

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reviewed by the PCIAT on a quarterly basis. In addition, this assessment is to provide the Department of Legal Affairs information on current training and policies upon 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.
- 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 the Department 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 the Department of Legal Affairs.