

SOUTH DAYTONA POLICE DEPARTMENT MEMORANDUM

TO: James L. Gillis, Jr., City Manager
FROM: Mark J. Cheatham, Chief of Police
DATE: July 16, 2021

AGENDA ITEM

Item # C15

Date: July 27, 2021

SUBJECT: Consideration of Southeast Volusia Regional (SEVR) SWAT Team Mutual Aid Agreement between the cities of Port Orange, Daytona Beach Shores, Edgewater, New Smyrna Beach, and South Daytona

Florida Statutes Section 23.12 through 23.127 also known as the “Florida Mutual Aid Act” provides the authority for cities to enter into Mutual Aid Agreements (MAA). The cities of Daytona Beach Shores, Edgewater, New Smyrna Beach and South Daytona presently comprise and operate as a Joint Tactical Response Team (known as the Southeast Volusia Regional Special Weapons and Tactics Team, abbreviated as “SEVR SWAT”. The Port Orange Police Department has participated in the current team's training and has requested to join the multi-agency SWAT team. The MAA has been reviewed and updated to include the City of Port Orange.

The Team is made up of a group of Team Members who are specially trained, equipped, and readily available to respond to high-risk/critical incidents that are beyond the scope and training of law enforcement personnel generally assigned to routine patrol or law enforcement functions. Team Members shall when acting in the capacity of the Team, be under the direct supervision of the Team Commander. The Team supports each of the Cities with a tactical response to critical incidents.

The primary responsibility of the Team is to provide a systematic approach to saving lives. As such, the specific circumstances will dictate the level of force necessary to adequately protect the public and the Team Members involved. Resolution of some incidents may require the specific application of various levels of force by Team Members up to, and including, lethal force.

This agreement requires the city to contribute personnel, equipment, facilities, and resources necessary for the Team to perform the functions agreed upon by the Cities and outlined in the Agreement. If one of the Cities is experiencing a law enforcement issue within the scope of the Team’s expertise, that city may call upon the Team for assistance and utilize all of the available resources.

This agreement is modified to include the City of Port Orange. The agreement would be through August 1, 2026.

**SOUTHEAST VOLUSIA REGIONAL (SEVR) SWAT TEAM MUTUAL AID AGREEMENT
BETWEEN THE CITIES OF PORT ORANGE, DAYTONA BEACH SHORES, EDGEWATER,
NEW SMYRNA BEACH AND SOUTH DAYTONA**

WITNESSETH

Whereas, the Cities of Port Orange, Daytona Beach Shores, Edgewater, New Smyrna Beach and South Daytona (collectively referred to herein as the “Cities”) are so located in relation to each other that it is to the advantage of each to share specific law enforcement services and resources to adequately respond to:

- (1) Intensive law enforcement situations including, but not limited to, emergencies as defined in Section 252.34, *Florida Statutes*; and
- (2) Exceptional situations, circumstances and events requiring personnel with special skills, training and equipment.

; and

Whereas, the Cities have the authority under Section 23.12 through Section 23.127, et seq., *Florida Statutes*, the “*Florida Mutual Aid Act*,” to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Provides for rendering of assistance in a law enforcement emergency, as defined in Section 252.34, *Florida Statutes*; and
- (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

; and

Whereas, the Cities desire to form a Joint Tactical Response Team (known as the Southeast Volusia Regional Special Weapons and Tactics Team, abbreviated as “SEVR SWAT”, and hereafter referred to as “the Team”) consisting of highly dedicated law enforcement personnel from each of the Cities with special skills, training and equipment to respond to exceptional situations, circumstances, and events requiring action by the Team.

NOW, THEREFORE, the Cities agree as follows:

SECTION 1. DEFINITIONS:

Incident Commander: The Chief of Police, or their designee, of the jurisdiction in which an incident requiring emergency response is occurring.

SEVR SWAT Team: The Team is made up of a group of Team Members who are specially trained, equipped and readily available to respond to high risk/critical incidents that

are beyond the scope and training of law enforcement personnel generally assigned to routine patrol or law enforcement functions. Team Members shall, when acting in the capacity of the Team, be under the direct supervision of the Team Commander. The Team supports each of the Cities with a tactical response to critical incidents. High risk/critical incidents include, but are not limited to:

- (a) High or unknown risk search and/or arrest warrants requiring, or likely requiring, forced entry and/or room clearing techniques, which meets the SWAT Response Matrix.
- (b) High risk felony apprehension and take-downs, including, but not limited, to vehicle take-downs.
- (c) Barricaded subjects and/or hostage rescues.
- (d) Active shooter incidents.
- (e) Terrorist acts.
- (f) Conducting other special assignments based upon the level of threat or the need for special expertise.

The primary responsibility of the Team is to provide a systematic approach to saving lives. As such, the specific circumstances will dictate the level of force necessary to adequately protect the public and the Team Members involved. Resolution of some incidents may require the specific application of various levels of force by Team Members up to, and including, lethal force.

Team Commander: A Team Member designated by a majority vote of each of the Chiefs of Police for the Cities, to act as the Team Commander. The Team Commander is accountable for effectively directing, controlling, and coordinating the operational duties and related administrative tasks of the Team. During an unusual occurrence or high-risk incident, the Team Commander shall report directly to the Chief of Police, or designee, within the jurisdiction in which the Team is conducting an operation. The Team Commander shall maintain direct supervision of operational activities of Team Members.

Team Leader: A Member of the SWAT Team designated by the Team Commander to act as Team Leader. The Team Leader shall act as the Team's Commander in the absence of the Team Commander. The Team Leader shall, in concert with the Team Commander, establish a tactical plan for each tactical operation and be responsible for the supervision and tactical deployment of Team Members.

Team Member: A sworn officer trained in the use of special weapons and tactics as well as additional course of instructions as they become available to enhance their capabilities. Only members assigned to the Team by their respective Chief of Police shall be eligible to serve on the Team as a Team Member. Team Members will be assigned a specific duty/task and/or responsibility by the Team Commander or Team Leader.

SECTION 2. PROVISIONS FOR OPERATIONAL ASSISTANCE:

(a) The Cities hereby approve and enter into this Agreement whereby each of the Cities agrees to contribute personnel, equipment, facilities and resources necessary for the Team to perform the functions agreed upon by the Cities and outlined in this Agreement. If one of the Cities is experiencing a law enforcement issue within the scope of the Team's expertise, that city may call upon the Team for assistance.

(b) Each of the Cities will maintain a consistent policy and procedure directive as it relates to the requirements, operation, deployment, training, and equipment of the Team.

(c) When activated for an operation, the Team Commander reports to the Incident Commander or the on-scene supervisor unless otherwise determined by the Chief of Police, or designee, in order to conduct Team operations within the jurisdiction in which the Team is conducting an operation.

(d) All Team operations shall be consistent with the guidelines outlined in the Tactical Response and Operations Standard for Law Enforcement Agencies for tactical response teams promulgated by the National Tactical Officers Association (NTOA).

(e) A tactical plan should be completed by the Team Commander, Team Leader, or designee, whenever possible.

(f) The Team Commander shall be responsible for the deployment of the Team, including the Team's equipment, tactical decision making, and tactical resolution of the incident.

(g) The Team Commander is responsible for how a tactical option will be initiated and will work with the incident commander to determine when and if an option will be initiated.

(h) Unless the Team Commander relinquishes control to another law enforcement officer who is not a Team Member, no other person except the Chief of Police within the jurisdiction in which the Team is conducting an operation, or designee, who is not the Team Leader or Team Commander, will attempt to direct, supervise, or control any element or Team Member.

(i) Consistent with NTOA guidelines, the Team shall conduct regular and reoccurring training. Each of the Cities shall jointly develop training lesson plans and schedules and schedule the training sessions. All training shall be performance oriented and related to tasks and missions performed by the Team. On occasion, Team training may take place in conjunction with other training within one of the Cities. Should a situation arise that prevents the Team from completing the full requirements in a given quarter, the reason shall be documented in a memorandum addressed to the Chiefs of Police of the Cities. Each of the Cities shall ensure that all Team Members are properly trained and certified in the use of special equipment. Joint training of the Team shall be coordinated and implemented by the Chiefs of Police of the Cities or their designees.

(j) Each of the Cities shall conduct an annual inventory and inspection of all Team equipment and supplies to ensure operational readiness and provide a copy to each of the other Cities.

(k) Each of the Cities shall ensure that all Team Members have the required equipment for the operations to which the Team may be assigned.

(l) The Team Leader shall prepare an after-action report on all callouts that involve the deployment of the Team. Such records shall be kept by the Team Leader with copies sent to the designated records liaison in each of the Cities and maintained in accordance with law.

(m) Requests to utilize the Team for a planned event may be made by any of the Cities by its Chief of Police. Final approval for the Team deployment shall be made by the Team Commander.

(n) At a minimum, each of the Cities shall supply its Team Members with the following equipment:

- (1) Ballistic helmet.
- (2) Tactical ballistic vest.
- (3) Protective goggles/glasses.
- (4) Hearing protection/communication.
- (5) Tactical holster and belt.
- (6) Battle dress uniform pants and shirts and t-shirt.
- (7) Tactical boots.
- (8) Gear bag– or other means to secure gear and equipment.
- (9) Handheld radio with operational frequencies and tactical communication headset.
- (10) Chemical agent mask and carrying case.
- (11) Pistol with tactical light.
- (12) Approved M4-style.556 caliber rifle.
- (13) Non- lethal weapons or ammunition which propel a round or device that is not normally lethal in nature. Non-lethal weapons and ammunition are designed to offer an alternative to the use of lethal force when appropriate.

(14) Noise/flash diversionary devices designed to save lives and reduce the potential for shooting situations by providing a diversion for the entry of Team Members into a hazardous area. Utilizes a bright flash of light followed immediately by a loud noise.

(15) Breaching tools and ammunition such as rams, pry bars, hydraulic or electronic machines, special frangible shotgun rounds, etc., which are designed to force entry into secured areas.

SECTION 3. PROVISIONS FOR VOLUNTARY COOPERATION:

The Cities hereby approve and enter into this Agreement whereby each of the Cities may request and render voluntary law enforcement cooperation and assistance across jurisdictional lines for the incidents outlined in this Agreement and related law enforcement situations.

SECTION 4. PROCEDURE FOR REQUESTING ASSISTANCE:

(a) If one of the Cities is in need of emergency assistance as set forth above it shall notify Team Commander or Team Leader and provide appropriate information (e.g., nature of the law enforcement assistance requested). Requests for assistance will be made through Central Dispatch to be sent via the Code Red system.

(b) Each of the Cities is responsible for tracking mutual aid requests made or received in accordance with this Agreement and may revise the contact person designated above by advising the other Cities in writing.

(c) The Chief of Police in whose jurisdiction assistance is being rendered, may determine who is authorized to lend assistance in their jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

SECTION 5. COMMAND AND SUPERVISORY RESPONSIBILITIES:

(a) Whenever a Team Member is rendering aid pursuant to this Agreement, they shall abide by, and be subject to, the rules and regulations, personnel policies, general orders, and standard operating procedures of their employer. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of one of the requesting Cities, then such rule, regulation, policy, general order, or standard operating procedure shall control and supersede the direct order.

(b) Whenever there is cause to believe that a complaint has arisen as a result of Team action as it may pertain to this Agreement, the city in which the Team operated and gave rise to the complaint shall be responsible for documenting the complaint to ascertain at a minimum:

(1) The identity of the complainant.

- (2) An address where the complaining party can be contacted.
- (3) The specific allegation.
- (4) The identity of the employees accused without regard to City affiliation.

(c) The city responsible for documenting the complaint shall expeditiously provide the city or cities employing the subject officer(s) with this information, along with a copy of all applicable documentation. The City employing the person who is the subject of the complaint shall be responsible for conducting an appropriate review.

SECTION 6. LIABILITY:

Each of the Cities engaging in any mutual cooperation and assistance pursuant to this Agreement agree to assume responsibility for the acts, omissions, or conduct of such City's own employees while engaged in rendering such and pursuant to this Agreement, subject to the provisions of Section 768.28, *Florida Statutes*, where applicable. None of the Cities waive any sovereign immunity protection provided by law. Team Members are responsible for their own safety as well as the safety of other Team Members, and the public. This Agreement shall in no event confer upon any person, corporation, partnership, or other entity, including the Cities hereto, the right to damages or any other form of relief against any of the Cities in this Agreement for operations or omissions hereunder. Any property damage occurring during an operation, except as provided in Section 7 (b), is the responsibility of the city in whose jurisdiction the Team was operating. Uses of force by a Team Member shall be investigated by the agency of which the Team Member is employed.

SECTION 7. POWERS, PRIVILEGES, IMMUNITIES, AND COSTS:

(a) Pursuant to the provisions of Section 23.127 *Florida Statutes*, a Team Member who renders aid outside the city in which the Team Member is employed but inside the state in accordance with this Agreement shall have the same powers, duties, rights, privileges, and immunities as if performing duties inside the Team Member's political subdivision in which normally employed.

(b) Each of the Cities that furnishes equipment pursuant to this Agreement shall bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

(c) The Cities shall be responsible for providing compensation and benefits to their respective employees providing services hereunder, including but not limited to salary, overtime, health insurance, disability insurance, life insurance, liability insurance, workers compensation, pension/retirement, vacation time, sick leave, and any amounts due for personal injury or death.

(d) The privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of a City when performing the

employee's duties within the territorial limits of the employee's City 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 Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid, volunteer, and auxiliary employees.

(e) Nothing herein shall prevent any of the Cities from seeking supplemental appropriations from the governing authority having budgeting jurisdiction, or funds from other available sources, such as grants, to reimburse any of the Cities for any actual costs or expenses incurred by its performing hereunder.

SECTION 8. TERM:

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect through **August 1, 2026**, unless otherwise terminated as provided for herein.

SECTION 9. TERMINATION:

Any of the Cities may terminate its participation in this Agreement for convenience upon delivery of written notice to the other Cities no less than 90 days before the date of termination. The liability provisions of this Agreement shall survive any such termination. Termination by any one or more of the Cities does not impact the effectiveness of this Agreement as to the remaining Cities.

SECTION 10. RELATION TO OTHER AGREEMENTS:

Nothing herein is intended to abrogate any other agreements, or portions thereof, between the Cities.

SECTION 11. MISCELLANEOUS PROVISIONS:

(a) Each of the Cities shall adopt and enforce written policy that is consistent with this Agreement and applicable law. Each of the Cities shall also train its law enforcement officers on extraterritorial jurisdiction including, but not limited to, the parameters of mutual aid agreements.

(b) All Team Members, regardless of rank or position, must maintain acceptable physical standards of performance and annually shall be required to take and successfully pass a physical agility test as outlined in the policy and procedure directive.

(c) All Team Members, regardless of rank or position, must maintain firearms qualification by passing the CJSTC handgun course and maintain rifle proficiency by passing the Rifle Qualification.

(d) All Team Members must successfully complete a basic Special Weapons and Tactics Course.

(e) If any of the Cities seizes any vessel, motor vehicle, aircraft, or other property pursuant to the *Florida Contraband Forfeiture Act* (Sections 932.701 through Section 932.7062, *Florida Statutes*) during performance of this Agreement, the city in which the seizure of the contraband subject to forfeiture occurs shall be responsible for maintaining a forfeiture action. The city pursuing the forfeiture action shall have the exclusive right to control, and responsibility to maintain, the proceedings and property in accordance with the *Florida Contraband Forfeiture Act*, including but not limited to complete discretion to bring a lawsuit, dismiss the case, or settle the case. Also, the city pursuing the forfeiture action may recover its reasonable costs from the proceeds of the case (e.g., filing fee, court reporter fee, attorney time, auction expenses). Proceeds from forfeited property seized as a result of or in accordance with this Agreement shall remain with the city conducting the forfeiture action.

(f) Nothing in this Agreement shall be construed as any transfer or contracting away of the powers or functions of any one of the Cities to the other.

(g) This Agreement does not grant law enforcement powers for purposes of law enforcement related off-duty employment.

(h) In the event of a conflict between the provisions of this Agreement and the "*Florida Mutual Aid Act*," the provisions of the *Florida Mutual Aid Act* shall control.

(i) This Agreement contains the entire understanding between the Cities and shall not be renewed, amended, or extended except in writing.

(j) This Agreement shall be construed in accordance with Florida law. The venue of any litigation arising hereunder shall be Volusia County, Florida.

IN WITNESS WHEREOF, the Cities have caused this Agreement to be executed by the undersigned persons as duly authorized.

SIGNATURE PAGES FOLLOWS

Attest:

CITY OF DAYTONA BEACH SHORES

Michael Booker, City Manager

Date: _____

Approved as to form and legality:

Lonnie N. Groot, City Attorney

Stephan Dembinsky
Director of Public Safety

Attest:

CITY OF EDGEWATER

Glenn Irby, City Manager

Date: _____

Approved as to form and legality:

Aaron Wolfe, City Attorney

Joe Mahoney
Chief of Police

Attest:

CITY OF NEW SMYRNA BEACH

Mayor Russ Owen

Date: _____

Approved as to form and legality:

Carrie Avallone
City Attorney

Khalid Resheidat
City Manager

Attest:

CITY OF SOUTH DAYTONA

Mark Cheatham, Chief of Police

Date: _____

Approved as to form and legality:

Wade C. Vose, City Attorney

James L. Gillis, Jr.

City Manager

Attest:



Robin L. Fenwick, MMC

Date: 7/20/2021

Approved as to form and legality:



Matthew J. Jones, City Attorney

CITY OF PORT ORANGE



Donald O. Burnette

Mayor