

SOUTH DAYTONA POLICE DEPARTMENT MEMORANDUM

TO: James L. Gillis, Jr., City Manager

FROM: Mark J. Cheatham, Chief of Police

DATE: April 18, 2022

SUBJECT: Consideration of Southeast Volusia Regional (SEVRNT) 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, Port Orange, Edgewater, New Smyrna Beach, and South Daytona presently comprise and operate as a Joint Tactical Response Team. Recently, the Joint Crisis Negotiations Team (known as the Southeast Volusia Regional Crisis Negotiations Team, abbreviated as “SEVRNT”), was added to their operations.

The Team is made up of a group of Negotiator 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. The scope of the group was to focus on increasing the number of negotiators and emphasize de-escalation. Because of this addition, an MAA was created to include this group of specially trained and utilized individuals.

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.

The agreement would be through September 30, 2026.

**SOUTHEAST VOLUSIA REGIONAL CRISIS NEGOTIATIONS TEAM (SEVRNT) 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 Crisis Negotiations Team (known as the Southeast Volusia Regional Crisis Negotiations Team, abbreviated as "SEVRNT"), 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.

SEVRNT: 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 requiring crisis intervention or negotiation efforts 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 response to critical incidents requiring crisis intervention or negotiations. High risk/critical incidents requiring crisis intervention or negotiations include, but are not limited to:

- (a) Barricaded subjects and/or hostage negotiations and rescues.
- (b) Terrorist acts involving barricaded subjects and/or hostages.
- (c) Suicide threats.
- (d) Active assailants
- (e) Civil unrest events
- (f) Any other situations where lives are endangered and negotiations may resolve the incident without injury to those involved.

The primary responsibility of the Team is to provide a systematic approach to saving lives. As such, the specific circumstances will dictate the negotiations necessary to adequately protect the public and the Team Members involved. Resolution of some incidents may require the intervention and specific application of various levels of force by SEVR SWAT 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 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 response plan for each activation of the Team and be responsible for the supervision and deployment of Team Members.

Team Member: A sworn officer trained in Hostage Negotiations, as well as additional courses of instruction 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 at the scene of each activation of the Team.

SECTION 2. PROVISIONS FOR OPERATIONAL ASSISTANCE:

- (a) The Cities hereby approve and enter into this Agreement whereby each of the Cities agrees to contribute the 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, 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 activated..
- (d) All Team operations shall be consistent with the guidelines outlined by the National Council of Negotiation Associations (NCNA) and FBI Crisis Negotiation Unit (CNU).
- (e) The Team Commander shall be responsible for the deployment of the Team, including the Team's equipment, decision making, and resolution of the incident.
- (f) 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 activation , or designee, who is not the Team Leader or Team Commander, will attempt to direct, supervise, or control any element or Team Member.
- (g) In the event of a combined response of both the Team and the SEVR SWAT Team, the Team Commander, or designee, shall coordinate efforts with the Team Commander of the SEVR SWAT Team to ensure efficiency of the activation/operation and safety of all parties involved.
- (h) Consistent with NCNA 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. A minimum of 40 hours of training will be completed by each Team member on an annual basis. Training records shall be completed by the Team Commander, or designee and maintained for use in Accreditation standards or other administrative functions for each of the Cities, in addition to in accordance with law.
- (i) 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.
 - (j) Each of the Cities shall ensure that all Team Members have the required equipment for the operations to which the Team may be assigned.
 - (k) The Team Leader shall prepare an after-action report on all activations that involve the deployment of the Team. Such records shall be kept by the Team Commander with copies sent to the designated records liaison in each of the Cities and maintained in accordance with law.
 - (l) 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.
 - (m) At a minimum, each of the Cities shall supply its Team Members with the following equipment:
 - (1) Ballistic vest
 - (2) Handheld radio with operational frequencies
 - (3) Handgun
 - (4) Handcuffs
 - (5) One short sleeve SEVRNT shirt
 - (6) One long sleeved SEVRNT shirt with the word "negotiator" along the left sleeve and the acronym "SEVRNT" along the right sleeve for use under external ballistic carriers
 - (n) As a whole, the Cities will ensure Team members of the SEVRNT will have access to the following equipment for use in activations:
 - (1) Throw phone(s)
 - (2) Cellular device for use in communications
 - (3) Computer with internet capabilities for ease of access to social media
 - (4) Ballistic shield
 - (5) Tool kit containing at a minimum: bolt cutters, wire snips, pry bar or halogen tool, hammer, standard screwdriver set and Phillips screwdriver set.
 - (6) Bullhorn(s)

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 the 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 of their employer 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 activation, 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 **September 30, 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 standards of performance.
- (c) All Team Members, regardless of rank or position, must maintain firearms qualification by passing the CJSTC handgun course.
- (d) All Team Members must successfully complete a Hostage Negotiations Course.
- (e) 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.
- (f) This Agreement does not grant law enforcement powers for purposes of law enforcement related off-duty employment.
- (g) 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.

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