



NORTH MIAMI POLICE DEPARTMENT



STANDARD OPERATING PROCEDURES

POLICE SHOOTINGS and IN-CUSTODY DEATHS 300.19

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APPROVED: Cherese H. Gause
Chief of Police

SUPERSEDES: 09-30-20

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I. PURPOSE

To establish guidelines for the investigation of incidents involving the discharge of firearms by members of the North Miami Police Department (NMPD), and to establish guidelines that shall be uniformly applied following any police shooting or in-custody death incident, in order to minimize the chance that officers will suffer from the negative emotional and psychological reactions that can occur after the use of deadly force. The Florida Department of Law Enforcement (FDLE) will investigate contact shootings and in-custody deaths, as established in the Memorandum of Understanding (Attachment 'A'). **CFA 15.21**

II. POLICY

To ensure that a fair, impartial, and thorough investigation is conducted, that will determine whether the actions of involved officers conform to applicable law and agency rules, policies, procedures, and training; and to afford our officers all necessary assistance to safeguard their mental health, the following procedures will be followed for police shooting incidents.

III. SCOPE

This policy applies to all members of the Department.

IV. DEFINITIONS

- A. Police Shooting Incident: Any North Miami Police Department sworn officer who causes a discharge of a firearm, regardless of whether acting in an official capacity, whether on-duty or off-duty, accidental or intentional. Non-injury exceptions include range practice and qualification, legal hunting, recreation, approved testing, or training.
- B. Contact Shooting: Any discharge from a firearm where the projectile causes death or injury, however slight, to any person(s).
- C. Non-Contact Shooting: Any firearm discharged in which the expelled projectile does not strike a person.
- D. Investigative Shooting Team: Group of individuals from the Investigative Section who gather facts, impound property, collect evidence, interview subjects and witnesses, and document scenes of a non-contact police shooting incident. Members of the Team include a supervisor, investigators, and crime scene technicians.
- E. Florida Department of Law Enforcement (FDLE): A State agency having the authorization to partner with local, state, and federal criminal justice agencies to prevent, investigate and solve crimes.
- F. State Attorney's Office (SAO): An agency representing the state in a legal proceeding.
- G. Support Officer: An officer assigned to provide emotional support and assistance to another officer following a Police Shooting Incident. The Support Officer is normally an officer who has had a similar experience, is a close friend, or both.
- H. In-Custody Death: The death of an arrestee or detainee (such as Baker Acts) while in the care, custody or control of a NMPD officer; the death of an arrestee/detainee shortly after being in the care, custody or control of a NMPD officer; or the death of an intended arrestee/detainee during an arrest or other custodial attempt by a NMPD officer.
- I. Language Clarification:

- Should: Indicates a general or expected action, absent a rational basis for failing to conform.
- Shall or Will: Indicates a mandatory action.

V. PROCEDURES INVOLVING FDLE

- A. The occurrence of any of the following events will initiate investigative and forensic involvement, assistance, or coordination by FDLE.
 - 1. The shooting of a person by a North Miami Police Department officer acting in the line of duty; or
 - 2. The death of an arrestee or detainee (such as Baker Acts) while in the care, custody, or control of a NMPD officer; the death of an arrestee/detainee shortly after being in the care, custody, or control of a NMPD officer; or the death of an intended arrestee/detainee during an arrest or other custodial attempt by a NMPD officer. **CFA 15.21**
- B. Upon the occurrence of any of the above, the ranking officer on the scene will ensure that:
 - 1. Emergency medical services are provided to injured persons.
 - 2. A secure crime scene perimeter is established with restricted access. Only emergency medical personnel, crime scene technicians, medical examiner personnel, SAO personnel, investigating FDLE members and other law enforcement investigators assisting FDLE will be permitted inside the crime scene perimeter.
 - 3. The FDLE regional operations center is promptly contacted by the Investigative Section Commander, or his/her designee, and requested to dispatch the FDLE Critical Incident Team to initiate an investigation, notify the SAO Police Shooting Team and to coordinate crime laboratory services at the scene.
- C. Prior to the arrival of the FDLE Critical Incident Team, the ranking officer will ensure that:
 - 1. The scene remains secured;
 - 2. All law enforcement and citizen witnesses are identified and separated pending initial interview. If feasible, the ranking officer

will ensure that arrested persons at the scene are detained pending the arrival of the Team.

3. Support for involved officer(s) is requested (attorney, police chaplain, etc.) as soon as practicable, as well as having the Communications Unit personnel notify the involved officer's chain of command.
4. A sworn member of the Department is assigned to the involved officer(s) as a Support Officer. The Support Officer is to act as a liaison between the involved officer(s), North Miami Police officer's union and the officer's family. The support officer shall not discuss the case with the involved officer(s).

D. FDLE will be the lead agency, in consultation with the State Attorney's Office, responsible for conducting interviews and sworn statements of witnesses and subject officers. **CFA 4.07A**

E. FDLE will assume operational direction of investigations and forensic assistance or coordination initiated pursuant to the MOU.

F. The NMPD will conduct the investigation related to any underlying criminal activity that preceded or occurred at the same time as the predicate events outlined in Section V., A., 1. and 2. of this policy, when applicable.

G. The NMPD will provide assistance requested by FDLE during and after the on-scene investigation has been completed. This shall include, but not be limited to:

1. Additional collection of evidence from suspects, vehicles or involved law enforcement personnel, and securing radio communications recordings.
2. Coordination with local law enforcement in any necessary crowd control efforts.

H. The NMPD will retain overall direction and responsibility for any internal or administrative investigations initiated in response to the occurrence of any of the listed events. However, the criminal investigative efforts take precedence over any internal or administrative investigation conducted by the NMPD.

1. NO documentation, whether internal report or statement authored or obtained by NMPD personnel involved in the subject incident that has been provided to the NMPD, shall be provided, or its

contents revealed, to the Criminal Investigative Team or the prosecutor, until such time as the Criminal Investigative Team and the FDLE Office of General Counsel agree that the criminal investigation will not be adversely impacted by any potential for immunity that may attach to any such statement. **CFA 4.07A,B,C**

2. The NMPD's internal or administrative investigation shall be initiated only after the criminal investigative efforts have been concluded or when otherwise specifically authorized by the FDLE's Investigative Team.
 - I. With the approval of the Chief of Police, or his/her designee, the police Public Information Officer may issue initial press statements acknowledging the incident, reporting the status of the law enforcement officer(s) involved in the incident, and referral to the investigative process.
 - J. FDLE will submit all final reports to the SAO for review. FDLE will report the material factual findings of the investigation, but will offer no recommendations, or reach legal conclusions concerning whether the force used, if any, was justified. **CFA 4.07A**

VI. NOTIFICATION PROTOCOL

Non-Contact Shooting:

- A. Any time a weapon is discharged by an officer, accidental or intentional, and is a non-contact discharge, whether on or off-duty, excluding firing practice at a range, legal hunting, recreational use, etc., the involved officer will immediately notify his/her commanding officer or the on-duty Shift Commander, who will then initiate the notification of the Investigative Shooting Team, notification to his/her chain of command, as well as the Office of Professional Compliance.
- B. If a supervisor is already at the scene, the first-responding Supervisor will contact the on-duty Shift Commander to advise of the circumstances and need for a Shooting Team. The Shift Commander will then initiate the notification protocol described above.
- C. An Investigative Section supervisor will respond to all non-contact Police Shooting incidents. She/he will assign personnel to the Investigative Shooting Team. The Investigative Shooting Team is responsible for the timely investigation of the incident and submission of a written report. The Investigative Shooting Team is comprised of a supervisor, investigators, and crime scene technicians. The Investigative Section

Supervisor is responsible for notification to the Investigative Section Commander and Major. The State Attorney's Office will be contacted, if needed.

- D. The Uniform Patrol Section will be responsible for crowd control and securing the crime scene perimeter.
- E. When applicable, all on-duty crime scene technicians and detectives will immediately respond to the scene to assist in proper crime scene preservation and to maintain control of all witnesses and subjects.
- F. If the incident is criminal in nature, the Chief of Police, or his/her designee, may assign the Office of Professional Compliance to monitor the case, separate from the criminal investigation.
- G. At the request of a supervisor, a police Public Information Officer (P.I.O.) may be contacted to provide information to on-scene media. Any press release shall conform to the Media Relations policy, 400.04, and be approved by the Investigative Section Supervisor.

VII. JURISDICTION

In incidents where an officer is involved in a contact or non-contact shooting on or off-duty, outside the jurisdiction of the City of North Miami, the jurisdiction where the shooting occurred will be contacted. The Chief of Police may request for the Office of Professional Compliance to respond and monitor or investigate the incident.

VIII. PERSONNEL SUPPORT

- A. Handling of Officers at the scene of a Police Shooting or In-Custody Death incident:
 - 1. A supervisor will assume primary responsibility for the involved officer. Communicating emotional support and reassurance is paramount.
 - 2. The supervisor shall make appropriate arrangements for all necessary medical treatment.
 - 3. The involved officer shall be offered food and water to satisfy their basic needs as soon as possible.
 - 4. During any period where the officer is required to remain on scene, but has no immediate duties to fulfill, the officer shall be taken to a

quiet area. A Support Officer shall remain with the officer, but will not discuss details of the incident. If the officer has an immediate need to talk about the shooting incident, the officer should be encouraged to do so with those with whom he or she will have legal, privileged confidentiality.

5. Where possible, the supervisor shall briefly meet with the officer.
 - a. Only minimal, preliminary **public safety concern** questions (i.e. bullet trajectory, at-large subject description, etc.) should be asked about the incident at this time.
 - b. Any standard criminal or administrative investigations that will occur concerning the incident should be explained to and discussed with the officer.
 - c. The officer will be advised that they may seek legal counsel or union representation. The Department will assist in contacting legal counsel as soon as practical.
 - d. The officer will be advised not to discuss the incident with anyone except their attorney, union representative, assigned investigators, or a Qualified Mental Health Professional until the conclusion of the investigation (criminal and/or administrative).
6. A supervisor may require that officers on the scene at the time of the incident have their weapons examined. This will be conducted in a discrete manner. When an officer's weapon is held for an extended period of time, the supervisor will advise the officer(s) that it will be returned or replaced at a later time, as appropriate.
7. If they wish, the officer should notify their family by telephone that the incident has occurred as soon as reasonably possible, but should refrain from discussing details. Use of social media for notifications is prohibited.
8. If an officer is transported to the hospital, a Support Officer will accompany or meet them there. The Support Officer should provide all reasonable support to the officer and act as a liaison between the officer and the hospital, and the officer and his next of kin, if needed.

At all times, when at the scene of the incident, the supervisor should handle the officer in a manner that acknowledges the stress caused by the incident and refrain from passing judgement regarding the shooting.

B. Post-Incident Procedures:

1. All involved officers will be granted five (5) days of administrative leave immediately after a contact shooting incident and three (3) days of administrative leave immediately following a non-contact shooting incident. Additionally, administrative leave may be granted for other appropriate incidents at the discretion of the Chief of Police, or his/her designee. This leave period is not a disciplinary suspension. **CFA 15.15C**
2. All officers directly involved in the shooting incident, or in-custody death, shall be removed from their job assignments, as listed above, until a documented preliminary administrative review is conducted and will be required to meet with psychological services, as designated by the sworn officer(s)' Section Major, for counseling and evaluation. The Major will offer the initial psychological services as soon as possible and will ensure that the same has been obtained prior to the officer(s)' return to his or her job assignment. **CFA 15.15C**
3. NMPD members, whether involved in the incident or not, will not speak to the media in reference to the incident. All media releases will be done in accordance with Standard Operating Procedure 400.04 - Media Relations.

C. Daily Stress Recognition:

1. Physical, cognitive, emotional, and behavioral reactions or problems may not arise immediately, or the officer may attempt to hide his or her problems. Supervisors are responsible for monitoring the behaviors of their unit's members for any adverse reactions or symptoms.
2. Upon reasonable belief that stress may be disrupting the officer's job performance, supervisors may order an officer to seek assistance or counseling in accordance with Standard Operating Procedure 400.20 - Employee Wellness and Support.

IX. ADMINISTRATIVE REVIEWS

A. Whether the contact or non-contact shooting is a result of an accidental or deliberate act, prior to the involved officer(s)' return to duty, the Office of Professional Compliance (OPC) Commander will obtain as much preliminary information as possible from the assigned investigators and

written reports and will complete a documented preliminary administrative review. The review will be forwarded the Chief of Police, who will make the final determination whether the officer(s) involved will return to duty within the timeframes listed under Section VIII of this policy, or longer, if necessary. **CFA 15.15B, CFA 4.07A**

- B. In cases where **any** NMPD employee's actions, whether accidental or deliberate, while performing work-related duties, result in death or serious bodily injury to another person not resulting from an officer-involved shooting, the employee will be removed from their job assignment until a documented preliminary administrative review is conducted by the OPC Commander, or his/her designee, and the Chief of Police determines the number of days the employee will remain on administrative leave. During this time, the employee's Section Major will offer initial psychological services as soon as possible and will ensure that the same has been obtain prior to the employee's return to his or her job assignment. **CFA 15.15B,C**
- C. The OPC will conduct full administrative reviews of non-shooting and in-custody cases involving death or serious injury as directed by the Chief of Police, or his/her designee. All administrative reviews, including of officer-involved shootings, will follow the procedures listed in the Office of Professional Compliance policy, 300.06.
- D. In cases where **any** NMPD employee's actions, whether accidental or deliberate, while performing work-related duties, result in death or serious bodily injury to another person, the appropriate field report and supervisory reports will be submitted. **CFA 15.15A**

X. ADMINISTRATIVE DISPOSITION

- A. The OPC's administrative investigation of a non-contact police shooting, contact police-shooting incident, or an in-custody death, will be forwarded to a Police Shooting/In-Custody Death Review panel. The review panel procedures are outlined in the Office of Professional Compliance policy, 300.06, Section XIII, C.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the City of North Miami, Florida, (City), by and through its police department, the City of North Miami Police Department (NMPD) and the Office Of The State Attorney for the Eleventh Judicial Circuit of Florida (SAO) and the Florida Department of Law Enforcement (FDLE), in furtherance of their respective duties under law for the purpose of facilitating investigations of incidents as described hereafter. The City, the SAO and FDLE agree as follows:

1. The occurrence of any of the following predicate events will initiate investigative and forensic involvement, assistance or coordination by FDLE:
 - a. The shooting of a person by a NMPD law enforcement officer acting in the line of duty; or
 - b. The death of an arrestee while in the care, custody or control of a NMPD law enforcement officer, the death of an arrestee shortly after being in the care, custody or control of a NMPD law enforcement officer or the death of an intended arrestee during an arrest attempt by a NMPD law enforcement officer.
2. Upon the occurrence of any of the enumerated predicate events, the ranking NMPD member on the scene will ensure that emergency medical services are provided to injured persons and that a secure crime scene perimeter is established with restricted access. Only emergency medical personnel, crime scene technicians, medical examiner personnel, State Attorney personnel, investigating FDLE members and other law enforcement investigators assisting FDLE will be permitted inside the crime scene perimeter. The ranking NMPD representative will then ensure that the FDLE regional operations center is promptly contacted and requested to dispatch the FDLE Critical Incident Team to initiate an investigation, notify the SAO Police Shooting Team and to coordinate crime laboratory services at the scene.
3. Pending arrival of the FDLE Critical Incident Team, the ranking NMPD member will ensure that the scene remains secured, that physical evidence and documentation is protected and preserved and that all law enforcement and citizen witnesses are identified and separated pending initial interview. If feasible, the ranking NMPD member will ensure that arrested persons at the scene are detained pending the

arrival of the FDLE Critical Incident Team. The NMPD will conduct the investigation related to any underlying criminal activity that preceded or occurred at the same time as the predicate events outlined in paragraph 1 above, when applicable. The ranking NMPD member will also provide any assistance requested by FDLE during and after the on-scene investigation has been concluded, such as additional collection of evidence from suspects, vehicles, or involved law enforcement personnel, as well as the securing of other evidence such as radio communications tapes. The ranking NMPD member will also coordinate with local law enforcement in any necessary crowd control efforts.

4. Upon receipt of notification from the NMPD that any of the enumerated predicate events have occurred, the appropriate FDLE Special Agent in Charge or designee will immediately implement an investigation pursuant to FDLE Procedures governing FDLE investigations of Non-FDLE Officer Involved Shootings and in-Custody Death Incidents, which are incorporated herein by reference. FDLE, in conjunction with NMPD, will promptly coordinate the dispatch of the Critical Incident Team, together with the appropriate crime scene personnel, medical examiner personnel, State Attorney personnel and any additional law enforcement personnel, which are required. FDLE will be the lead agency, in consultation with the State Attorney's Office, responsible for conducting all interviews and sworn statements of witnesses and subject officers.
5. FDLE will assume operational direction of investigations and forensic assistance or coordination initiated pursuant to this Memorandum of Understanding. FDLE may request the assistance of NMPD personnel or personnel from other law enforcement agencies.
6. The NMPD will retain overall direction and responsibility for any internal or administrative investigations initiated in response to the occurrence of any of the enumerated predicate events. However, the parties agree that the criminal investigative efforts take precedence over any internal or administrative investigations conducted by the NMPD. No documentation, whether internal report or statement authored or obtained by NMPD personnel involved in the subject incident that has been provided to the NMPD under order or policy, shall be provided, or its contents revealed, to the criminal investigative team or the prosecutor until such time as the criminal investigative team and the FDLE Office of General Counsel agree that the criminal investigation will not be adversely impacted by any potential for immunity that may attach to any such statement. The criminal investigative team and the FDLE Office of General Counsel may consult with the prosecutor to determine whether such statement may adversely

impact any subsequent criminal prosecution. However, the criminal investigative team and the FDLE Office of General Counsel will make the final determination regarding use of such statements in FDLE's investigation. To help assure that the criminal investigation is not impeded or negatively affected by internal or administrative investigative efforts, the NMPD's internal or administrative investigation shall be initiated only after the criminal investigative efforts have been concluded or when otherwise specifically authorized by the FDLE's investigative team.

7. The parties agree that the NMPD may issue initial press statements acknowledging an incident, reporting the status of the law enforcement officer(s) involved in the incident, and referral to the investigative process. At the appropriate stage(s) of an investigation initiated under this Memorandum of Understanding, FDLE will forward copies of all investigative reports and investigative summaries to the State Attorney having jurisdiction over the case and to the NMPD for review. Transmittal of reports and summaries will be done so as to preserve any applicable exemptions from public disclosure and to maintain any confidentiality of information that may apply. Any press release related to investigative activities and responses to public records requests shall be coordinated jointly by the involved agencies to assure that disclosure, if any, is appropriate and timely. The parties agree that best efforts will be made to coordinate said releases jointly.
8. FDLE will submit all final reports to the State Attorney for review. FDLE will report the material factual findings of the investigation but will offer no recommendations or reach legal conclusions concerning whether the force used, if any, was justified.
9. This Memorandum of Understanding represents the entire agreement between the parties on this subject matter. Any alteration or amendment of the provisions of this agreement shall be in writing, duly signed by authorized personnel of each of the parties and attached to the original of this agreement.
10. This agreement shall become effective on June 1, 2015 provided that all parties have signed below. Any party may terminate this agreement by providing the others with thirty (30) days advance notice in writing or by mutual agreement of the parties.
11. This Memorandum of Understanding does not supersede or replace

any existing Memorandum of Understanding between the City of North Miami, by and through its police department, NMPD, and Federal Law Enforcement Agencies or municipal police departments as it relates to Police Use of Deadly Force Investigations.