

Multi-Jurisdictional Traffic Task Force

Voluntary Cooperation Mutual Aid Agreement

This Agreement is entered into between: Lee County Sheriff's Office, Collier County Sheriff's Office, Charlotte County Sheriff's Office, Glades County Sheriff's Office, Hendry County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Naples Police Department, Punta Gorda Police Department, Clewiston Police Department, Marco Island Police Department, Florida Gulf Coast University Police Department, and any other municipal Police Department or Sheriff's Department electing to participate.

Witnesseth:

WHEREAS, the parties to this agreement have joined together in a Multi-Jurisdictional Traffic Task Force designed to reduce the number of traffic crashes and fatalities attributable to driving under the influence of alcohol or other controlled substances; and

WHEREAS, the parties to this agreement have agreed to join together to form a Multi-Jurisdictional Traffic Task Force designed to heighten the awareness of the danger of driving while impaired throughout the participating jurisdictions; and

WHEREAS, the parties to this Agreement have the authority under part I of Chapter 23, Florida Statutes, entitled the "Florida Mutual Aid Act", to enter into a voluntary cooperation agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines pursuant to Chapter 23, Florida Statutes.

NOW, THEREFORE, the parties agree as follows:

SECTION I PROVISIONS FOR VOLUNTARY COOPERATION:

1. Each of the law enforcement agencies herein identified as the parties to this agreement hereby approve and enter into this agreement whereby each of the said law enforcement agencies agree to assign equipment and personnel to the Multi-Jurisdictional Traffic Task Force.
2. The parties agree to participate in sobriety checkpoints operations to be conducted during the agreement period. Said operations will be established within the jurisdictional confines of the law enforcement agencies participating as parties to this agreement.
3. This agreement shall expire on December 31, 2008.

4. The members of the Multi-Jurisdictional Traffic Task Force will conduct sobriety checkpoint operations in an effort to promote roadway safety and to raise public awareness relative to aggressive driving and driving under the influence.
5. Request for assistance shall be accomplished by presentation of an operations plan by the requestor to each participant in the agreement. Each participating agency according to its procedure, shall grant authorization for an operation by the execution of an operational plan.
6. Each participant in the agreement shall retain discretion as to when, whether and to what extent it elects to participate.
7. Command and supervision shall be retained by the requesting agency according to the operational plan.

SECTION II POLICY AND PROCEDURE

1. The parties to this agreement will assign equipment and personnel to the Multi-Jurisdictional Traffic Task Force. Each member of the task force will assist in establishing traffic operations within the jurisdictional confines of the law enforcement agencies participating in this agreement.
2. Traffic Operations will be established throughout the participating counties for the duration of the agreement.
3. Traffic Operations will be scheduled at the convenience of the hosting agency, locations of the operations will be selected based upon statistical research pinpointing areas in the county where operations will be most effective, as supported by historical vehicular crash and traffic arrest data.
4. Traffic Operations will be implemented in accordance with recognized guidelines regarding planning and site selection. Public notice will be given prior to implementation of said traffic operations. Detailed operational plans shall be prepared and provided by the parties prior to each traffic operation.

SECTION III POWERS, PRIVILEGES, IMMUNITIES AND COST

1. Members of the Traffic Task Force designated by the parties to this agreement, when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their jurisdiction under the terms of this agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

2. The parties to this agreement who furnish any equipment pursuant to the agreement shall bear expenses of the loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof.
3. Each of the parties to this agreement shall compensate its employees/appointees during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees/appointees while they are rendering such aid, including any amounts paid or due for compensation arising from personal injury or death while such employee/appointees are engaged in rendering such aid.
4. All the privileges and immunities from liability, exemptions from laws, ordinance and rules, and all pension, insurance's, relief, disability workers compensation, salary, death and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions, within the territorial limits of their respective public agencies, shall apply to them to the same degree, manner and extent while engaged in the performance of any of their functions and duties extraterritorial under the provisions of this mutual aid agreement. The provisions of this sectional apply with equal effect to paid, volunteer and reserve employee.

SECTION IV LIABILITY

Each party to this agreement engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own employees/appointees, occurring while engaging in rendering such aid pursuant to this agreement, to be responsible for its own negligence and liability and the liability of its appointees or employees, or volunteers subject to provisions of Section 768.28, Florida Statutes where applicable. Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity or an indemnity.

SECTION V LIABILITY INSURANCE

Each party to this agreement shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(15), 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 the party may be exposed. Should however, the insurance coverage, provided, by any party to this agreement be cancelled or undergo material change, that party shall notify in writing all parties to this agreement of such change

within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION VI EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named agency heads of the parties to this agreement and will continue in full force and effect, unless terminated by any or all of the parties according to the further terms hereof. The time limit of the Agreement shall run through December 31, 2008.

SECTION VII MEDIA

Media releases and conference shall be prepared by a representative of the agency in whose jurisdiction the operation takes place and may be distributed to all other agencies for comment prior to final release.

SECTION VIII FORFEITURE

In the event any property should be confiscated and forfeited as a result of any operation, the participating parties shall share in the net proceeds of any such action in equal proportions. Forfeiture shall be initiated by the Agency in whose jurisdiction the operation occurred.

SECTION IX CANCELLATION

This Agreement may be cancelled by any party upon delivery of written notice to the other parties to this agreement. Cancellation will be at the direction of any subscribing party, for only that party.

This document embodies the entire agreement between the parties hereto.

The parties hereto cause these presents to be signed on the date specified.

SHERIFF MICHAEL SCOTT
Lee County Sheriff's Office
Fort Myers, Florida
Dated: _____

MAYOR
City of Cape Coral
Cape Coral, Florida
Dated: _____

SHERIFF DON HUNTER
Collier County Sheriff's Office
Naples, Florida
Dated: _____

MAYOR
City of Fort Myers
Fort Myers, Florida
Dated: _____

SHERIFF JOHN DAVENPORT
Charlotte County Sheriff's Office
Punta Gorda, Florida
Dated: _____

MAYOR
City of Sanibel
Sanibel, Florida
Dated: _____

SHERIFF STUART WHIDDON
Glades County Sheriff's Office
Moore Haven, Florida
Dated: _____

MAYOR
City of Punta Gorda
Punta Gorda, Florida
Dated: _____

SHERIFF RONNIE LEE
Hendry County Sheriff's Office
Labelle, Florida
Dated: _____

MAYOR
City of Naples
Naples, Florida
Dated: _____

CHIEF RICHARD SEVERSON
Lee County Port Authority
Fort Myers, Florida
Dated: _____

MAYOR
City of Clewiston
Clewiston, Florida
Dated: _____

CHIEF ROBERT HARRIS
Florida Gulf Coast Police Department

MAYOR
City of Marco Island

Fort Myers, Florida

Dated: _____

Marco Island, Florida

Dated: _____