

MUTUAL AID AGREEMENT

SOUTHWEST FLORIDA MULTI-AGENCY GANG TASK FORCE

WHEREAS, the subscribed 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:

1. 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
2. Intensive situations, including, but not limited to, emergencies as defined under Section 252.34, F.S.; and,

WHEREAS, it is the intent of this Agreement that because of the existing and continuing possibility of intensive situations and other law enforcement emergencies and in order to ensure that the preparation of law enforcement will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people; and,

WHEREAS, the following agencies have the authority under Section 23.12, F.S., et seq., The Florida Mutual Aid Act, to enter into a combined Mutual Aid Agreement for law enforcement service which:

1. Permits voluntary cooperation and assistance of a routine law

Enforcement nature across jurisdictional lines; and,

2. Provides for rendering of assistance in a law enforcement emergency

Including, but not limited to, those defined in Section 252.34, F.S.

Participating agencies are as follows:

Bureau of Alcohol, Tobacco and Firearms
Cape Coral Police Department
Charlotte County Sheriff's Office
Collier County Sheriff's Office
DeSoto County Sheriff's Office
Drug Enforcement Administration
Federal Bureau of Investigations
Florida Department of Juvenile Justice
Florida Department of Corrections
Florida Department of Law Enforcement
Florida Division of Alcoholic Beverages and Tobacco
Florida Gulf Coast University Police
Florida Highway Patrol
Fort Myers Police Department
Glades County Sheriff's Department
Hendry County Sheriff's Department
Immigration and Customs Enforcement (ICE)
Lee County Port Authority Police
Lee County Sheriff's Office
Marco Island Police Department
Naples Police and Emergency Services
Punta Gorda Police Department
Sanibel Police Department
State Attorney – Twentieth Judicial Circuit
United States Attorney – Middle District of Florida

Upon approval of the Steering Committee, which is comprised of 5 members from participating agencies (3 fulltime, 2 alternates) and elected by the representatives of all agencies on to the committee.

Now, therefore, the parties agree as follows:

PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to, civil disturbances, large protest demonstrations, concerts and parades related to gang and disruptive group activity and gang and disruptive group related crime.

Each agency shall have a representative assigned to the Multi-Agency Gang Task Force (MAGTF). The Steering Committee will develop operational policies and procedures. Upon unanimous approval of the Steering Committee, other agencies may be included in MAGTF activity.

PROCEDURE FOR REQUESTING ASSISTANCE

A participating agency can request the activation of MAGTF by contacting the Chairperson of the Steering Committee, who will notify the sub-committee on activation. The Steering Committee Chairperson will then inform the requesting agency of the resources available. The requesting agency will then arrange with each assisting agency representative for the deployment of

resources. Decisions of the assisting agency head regarding the supply of resources are final.

COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his or her designee of the agency requesting assistance.

CONFLICTS. Whenever an officer, deputy sheriff or other appointee is rendering assistance pursuant to this Agreement, the officer, deputy sheriff or appointee shall abide by and be subject to the rule and regulations, personnel policies, general orders and standard operating procedures of his or her own 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 the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order, and notification of said conflict should be made to the requesting agency. An officer, deputy sheriff or other appointee of an assisting agency shall not knowingly violate the requesting agency's rules, regulations, policy or operating procedures.

HANDLING COMPLAINTS. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the agency head or his or her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. Address where the complaining party can be contacted
3. The specific allegation.
4. The identity of the employee accused without regard to agency affiliation.

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 or her designee of the assisting agency for administrative review. The requesting agency may contact a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies and procedures.

Supervision of the personnel assigned to this investigation shall be the mutual responsibility of the participating agencies. Responsibility for the conduct of individual members will be with the respective agency head or his/her designated supervisor.

Operational strategies will be mutually addressed and resolved by the assigned supervisors. The Steering Committee will meet once every 6 weeks. The assigned supervisors agree to meet upon activation of MAGTF to discuss and implement investigative strategies and resolve any problems which may arise.

The representative from the requesting agency will be the administrative supervisor of any activation and, as such, will be responsible for coordinating the MAGTF response.

INVESTIGATIVE REPORTS

Each agency shall be responsible for documenting information into appropriate investigative reports. The parties may agree to delegate to specific personnel the primary responsibility of documenting information gathered from interviews, debriefings, surveillances, undercover activities or any other investigative activities. All participating agencies agree to make all of their investigative reports relating to this investigation accessible to the other participating agencies. Data to be submitted for entry in a centralized data base will be submitted on a standardized form created by the Steering Committee or one of its sub-committees.

CONFIDENTIAL INFORMANTS OR SOURCES

The day-to-day control and supervision of any confidential informant or source shall be under the individual agent or officer recruiting said informant or source. However, there shall be a shared responsibility for the overall management

of any confidential informant or source which shall be consistent with the goals and objectives of the Mutual Aid Agreement.

SEIZED PROPERTY

In the event that any property or cash is seized as a result of investigative activities governed by this Memorandum, the parties agree to ensure the equitable distribution of forfeited property, cash or proceeds from the sale of forfeited property. The forfeiture and distribution of such property shall be pursuant to Section 932.701-932.704, F.S. Forfeited property or proceeds shall be distributed to the appropriate law enforcement agency or agencies that participate directly and substantially in any of the acts which led to the seizure or forfeiture of such property or cash. It is agreed that the percentage of any proceeds from forfeited property or the value of property retained by an agency shall be commensurate with the participation of that agency in the activity which resulted in the seizure, unless otherwise agreed to by the participating agencies. The agencies in whose jurisdiction the seizure occurred will be responsible for the prosecution of the forfeiture unless other mutually agreeable arrangements are made. Any agency which provides for court costs or costs for maintaining seized property shall be reimbursed out of any proceeds from the sale of seized property prior to the distribution of proceeds. The Steering Committee or sub-committee therefore shall be responsible for determining the degree of participating and the percentage of the forfeiture to be received by the agencies participation in the seizure.

EQUIPMENT

The requesting agency is responsible for providing adequate communications equipment to the assisting agency. Each party 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 unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid. 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.

LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omission, or conduct of such party's own employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28, F.S., where applicable.

POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- a. Employees of the participating agencies, when actually engaging in a mutual cooperation and assistance outside the jurisdictional limits of their

b. Each party 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 unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

c. 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.

d. The agency furnishing aid pursuant to this Agreement shall compensate its appointees or employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

e. 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 or an agency when performing the employee's duties within 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 Mutual Aid Agreement,

f. The provisions of this section shall apply with equal effect to paid, volunteer, auxiliary, and reserve employees.

g. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

h.

INSURANCE

Each party, by signing this Mutual Aid Agreement, certifies that it is adequately insured 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.

EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force for five years unless terminated prior thereto by the participating agencies. Any agency may withdraw in writing from this Agreement at any time.

CANCELLATION

This Agreement may be canceled by any party upon delivery of written notice to the other party or parties. Cancellation will be at the discretion of any subscribing party.

MODIFICATIONS

Any changes to this Agreement must be agreed upon by all agencies involved in this operation.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

Name _____
Title _____
Lee Co. Sheriff's Office
Date _____

Name _____
Title _____
Fort Myers Police Dept.
Date _____

Name _____
Title _____
Florida Dept. of Law Enforcement
Date _____

Name _____
The Honorable _____
Mayor of Fort Myers
Date _____

Name _____
Title _____
Cape Coral Police Department
Date _____

Name _____
The Honorable _____
Mayor of Cape Coral
Date _____

Name _____
Title _____
Sanibel Police Department
Date _____

Name _____
The Honorable _____
Mayor of Sanibel
Date _____

Name _____
Title _____
Collier County Sheriff's Office
Date _____

Name _____
Title _____
Naples Police and Emergency
Services
Date _____

Name _____
Title _____
Florida Highway Patrol
Date _____

Name _____
The Honorable _____
Mayor of Naples
Date _____

Name _____
Title _____
Charlotte County Sheriff's Office
Date _____

Name _____
Title _____
Punta Gorda Police Department
Date _____

Name _____
Title _____
Hendry County Sheriff's Office
Date _____

Name _____
The Honorable _____
Mayor of Fort Myers
Date _____

Name _____
Title _____
Glades County Sheriff's Office
Date _____

Name _____
Title _____
DeSoto County Sheriff's Office
Date _____

Name _____
Title _____
Florida Department of Juvenile Justice
Date _____

Name _____
Title _____
FL. Div. Alcohol Bev. Firearm
Date _____

Name _____
Title _____
Drug Enforcement Administration
Date _____

Name _____
Title _____
Florida Bureau A T F
Date _____

Name _____
Title _____
Twentieth Judicial Circuit
Date _____

Name _____
Title _____
US Attorney Middle Dist. FL.
Date _____

Name _____
Title _____
Florida Dept. of Corrections
Date _____

Name _____
Title _____
Immigration Cust. Enforcement
Date _____

Name _____
Title _____
Marco Island City Manager
Date _____

Name _____
Title _____
Federal Bureau Investigations
Date _____

Name _____
Title _____
Florida Gulf Coast University Police
Date _____

Name _____
Title _____
Lee County Port Authority Police
Date _____