

# **Multi-Jurisdictional Traffic Task Force**

## **Voluntary Cooperation Law Enforcement Mutual Aid Agreement**

### **Witnesseth**

**Whereas**, the subscribing 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 continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and,

**Whereas**, the Cape Coral Police Department, 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, Sanibel Police Department, Naples Police Department, Punta Gorda Police Department, Clewiston Police Department, Marco Island Police Department, Lee County Port Authority Police Department, and the Florida Gulf Coast University Police have the authority under the Florida Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a mutual aid agreement for law enforcement service which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

**Now, therefore**, the parties agree as follows:

### **Section I: 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 in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, participation in sobriety checkpoints, driver's license and registration checkpoints, saturation patrols and Selective Traffic Enforcement Programs which are 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.

This agreement shall expire on December 31, 2019.

The members of the Multi-Jurisdictional Traffic Task Force may conduct sobriety checkpoint operations and saturation patrols in an effort to promote roadway safety and to raise public awareness relative to aggressive driving and driving under the influence.

The members of the Multi-Jurisdictional Traffic Task Force may conduct driver's license and registration checkpoints in an effort to promote roadway safety and to decrease the costs associated with unlicensed drivers and unregistered vehicles.

## **Section II: Procedure for Requesting Assistance**

In the event that a party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head, or authorized agency representative, whose assistance is sought, shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary, and will respond in a manner he/she deems appropriate.

The agency head, in whose jurisdiction assistance is being rendered, may determine who is authorized to lend assistance in his/her 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.

Officers assigned to task force operations pursuant to this agreement, who observe a violation of Florida Statutes in their presence, shall be empowered to render enforcement assistance and take enforcement action in accordance with law.

## **Section III: 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/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 rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employing agency. 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, personnel policy, general order, or procedure shall control and shall supersede the direct order.

**HANDLING COMPLAINTS:** Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort pertaining to this agreement, the agency head or his/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 (if they wish to provide).
2. An address where the complaining party can be contacted (if they wish to provide).
3. The specific allegation.
4. The identity of the employees (if known) accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the 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/her designee of the assisting agency for administrative review. The requesting agency may conduct 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 or procedures.

#### **Section IV: Liability**

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, 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, Florida Statutes, where applicable.

#### **Section V: Powers, Privileges, Immunities and Costs**

- A. Employees of the Cape Coral Police Department, 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, Lee County Port Authority, Marco Island Police Department, Fort Myers Police Department, Sanibel Police Department, Naples Police Department, Punta Gorda Police Department, Clewiston Police Department, Florida Gulf Coast University Police, and any other municipal Police Department or Sheriff's Office when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits, but inside this state, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- 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 deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such 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/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 of an agency when performing the employee's duties within the 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. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.
- F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the

assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

- G. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

#### **Section VI: Liability Insurance**

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(15)(a), 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 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.

#### **Section VII: Forfeiture Provisions**

- A. In the event an agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.
- B. All proceeds from forfeited property seized as a result of or in accordance with this agreement shall be divided equally between the parties, less the costs associated with the forfeiture action.

#### **Section VIII: Effective Date**

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until December 31, 2019. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

#### **Section IX: Cancellation**

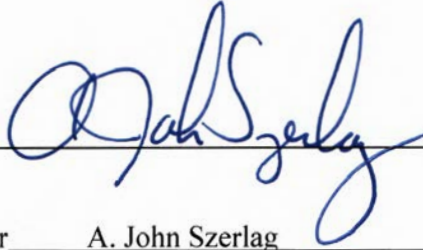
Any party may cancel its participation in this agreement upon delivery of written notice to the other party or parties. Cancellation will be at the direction of any subscribing party.

In witness whereof, the parties hereto cause these presents to be signed on the date specified.

City Manager John Szerlag / Chief David Newlan <b>City of Cape Coral O/B/O Cape Coral Police Department</b> Cape Coral, Florida	(Page 6)
Sheriff Mike Scott <b>Lee County Sheriff's Office</b> Ft. Myers, Florida	(Page 7)
Sheriff Stuart Widdon <b>Glades County Sheriff's Office</b> Moore Haven, Florida	(Page 8)
City Manager Saeed Kazemi, P.E. / Mayor Randall Henderson Jr. / Chief Derrick Diggs <b>City of Ft. Myers O/B/O Ft. Myers Police Department</b> Ft. Myers, FL	(Page 9)
City Manager Judith Zimomra / Mayor Kevin Ruane / Acting Chief James Phillips <b>City of Sanibel O/B/O Sanibel Police Department</b> Sanibel, Florida	(Page 10)
Chief Steven Moore <b>Gulf Coast University Police Department</b> Ft. Myers, Florida	(Page 11)
Sheriff Bill Prummell <b>Charlotte County Sheriff's Office</b> Punta Gorda, Florida	(Page 12)
City Manager Howard Kunik / Mayor Rachel Keesling / Chief Thomas P. Lewis <b>City of Punta Gorda O/B/O Punta Gorda Police Department</b> Punta Gorda, Florida	(Page 13)
Sheriff Kevin J. Rambosk <b>Collier County Sheriff's Office</b> Naples, Florida	(Page 14)
Sheriff Steve Whidden <b>Hendry County Sheriff's Office</b> LaBelle, Florida	(Page 15)
City Manager William Moss / Mayor Bill Barnett / Chief Thomas Weschler <b>City of Naples O/B/O Naples Police Department</b> Naples, Florida	(Page 16)
City Manager Roger Hernstadt / Chief Al Schettino <b>City of Marco Island O/B/O Marco Island Police Department</b> Marco Island, Florida	(Page 17)
City Manager Al Perry / Mayor Phillip Roland / Chief Don Gutshall <b>City of Clewiston O/B/O Clewiston Police Department</b> Clewiston, Florida	(Page 18)
Chief John Cavanaugh <b>Lee County Port Authority</b> Ft. Myers, Florida	(Page 19)

**Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement**

Signature of City Manager \_\_\_\_\_




Printed Name of City Manager A. John Szerlag  
City of Cape Coral O/B/O Cape Coral Police Department  
Cape Coral, Florida

Date: \_\_\_\_\_

12/14/2016

Signature of Chief \_\_\_\_\_



Printed Name of Chief David Newlan  
City of Cape Coral O/B/O Cape Coral Police Department  
Cape Coral, Florida

Date: \_\_\_\_\_

12/15/16

**Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement**

Signature of Sheriff U/S Mike 13088

Printed Name of Sheriff obo/ Mike Scott  
Lee County Sheriff's Office  
Fort Myers, Florida

Date: 12/28/16

**Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement**

Signature of Sheriff \_\_\_\_\_



Printed Name of Sheriff \_\_\_\_\_ David Hardin

Glades County Sheriff's Office  
Moore Haven, Florida

Date: \_\_\_\_\_

04/05/17

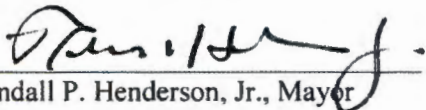


Multi-Jurisdictional Traffic Task Force

Voluntary Cooperation Mutual Aid Agreement

CITY OF FORT MYERS, FLORIDA  
a Municipal Corporation

ATTEST:

By:   
Randall P. Henderson, Jr., Mayor

  
Marie Adams, MMC, City Clerk

Date: 2/24/2017

Date: 2/24/2017

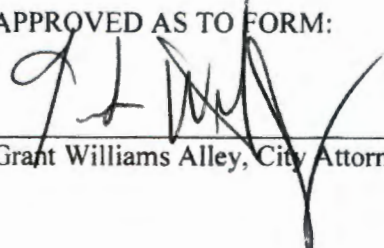
By:   
Saeed Kazemi, P.E., City Manager

Date: 2/27/2017

By:   
Derrick Diggs, Chief of Police

Date: 3/7/2017

APPROVED AS TO FORM:

  
Grant Williams Alley, City Attorney

**Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement**

Signature of the Mayor \_\_\_\_\_

Printed Name of the Mayor Kevin Ruane  
City of Sanibel O/B/O Sanibel Police Department  
Sanibel, Florida

Date: 040417

Signature of the Chief \_\_\_\_\_

Printed Name of the Chief William Dalton  
City of Sanibel O/B/O Sanibel Police Department  
Sanibel, Florida

Date: 03-23-17

**APPROVED AS TO FORM:**

Kenneth B. [Signature]  
CITY ATTORNEY

**Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement**

Signature of President Wilson D. Bradshaw

Printed Name of the President: Wilson Bradshaw, Ph.D.

Date: 1/6/17

Signature of Chief Steven Moore

Printed Name of Chief Steven Moore  
Florida Gulf Coast University Police Department  
Ft. Myers, Florida

Date: 1-11-17

Approved as to  
Form and Legality  
David Greenbaum 1/5/2017  
David Greenbaum  
Assistant General Counsel  
Florida Gulf Coast University

**Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement**

Signature of the Sheriff 

Printed Name of the Sheriff Bill Prummell  
Charlotte County Sheriff's Office  
Punta Gorda, Florida

Date: 12/21/2016

**Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement**

Signature of the City Manager 

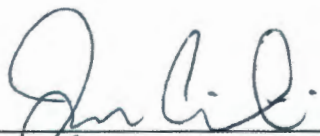
Printed Name of the City Manager Howard Kunik  
City of Punta Gorda O/B/O Punta Gorda Police Department  
Punta Gorda, Florida

Date: 4/5/2017

Signature of the Mayor 

Printed Name of the Mayor Rachel Keesling  
City of Punta Gorda O/B/O Punta Gorda Police Department  
Punta Gorda, Florida

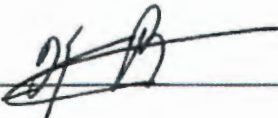
Date: 4/10/2017

Signature of the Chief   
Jason R. Liacchini, Interim Chief

Printed Name of the Chief Thomas P. Lewis  
City of Punta Gorda O/B/O Punta Gorda Police Department  
Punta Gorda, Florida

Date: 4-12-2017

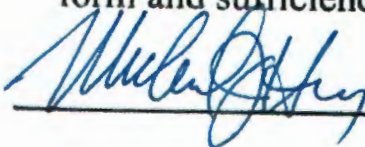
**Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement**

Signature of the Sheriff 

Printed Name of the Sheriff Kevin J. Rambosk  
Collier County Sheriff's Office  
Naples, Florida

Date: 12-21-16

Approved for legal  
form and sufficiency.



**Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement**

Signature of the Sheriff \_\_\_\_\_



Printed Name of the Sheriff \_\_\_\_\_ Steve Whidden \_\_\_\_\_

Hendry County Sheriff's Office  
LaBelle, Florida

Date: \_\_\_\_\_

12/30/16

**Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement**

Signature of the City Manager \_\_\_\_\_

*A. William Moss*

Printed Name of the City Manager William Moss  
City of Naples O/B/O Naples Police Department  
Naples, Florida

Date: \_\_\_\_\_

2/1/17

Signature of the Mayor \_\_\_\_\_

*Bill Barnett*

Printed Name of the Mayor Bill Barnett  
City of Naples O/B/O Naples Police Department  
Naples, Florida

Date: \_\_\_\_\_

2/2/17

Signature of the Chief \_\_\_\_\_

*Thomas Weschler*

Printed Name of the Chief Thomas Weschler  
City of Naples O/B/O Naples Police Department  
Naples, Florida

Date: \_\_\_\_\_

1-17-2017

**Approved as to form and legality**

By \_\_\_\_\_

*Robert D. Pritt*

**Robert D. Pritt, City Attorney**

Page 16 of 19

Attest:



Jessica R. Rosenberg, Deputy City Clerk

Exp. 12/31/2019



**Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement**

Signature of the City Manager 

Printed Name of the City Manager Guillermo Polanco (Interim)  
City of Marco Island O/B/O Marco Island Police Department  
Marco Island, Florida

Date: 3-2-17

Signature of the Chief 

Printed Name of the Chief Al Schettino  
City of Marco Island O/B/O Marco Island Police Department  
Marco Island, Florida

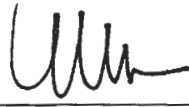
Date: 3/2/17

**Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement**

Signature of the City Manager 

Printed Name of the City Manager Al Perry  
City of Clewiston O/B/O Clewiston Police Department  
Clewiston, Florida

Date: 1/3/17

Signature of the Mayor 

Printed Name of the Mayor Mali Gardner  
City of Clewiston O/B/O Clewiston Police Department  
Clewiston, Florida

Date: 12/30/16

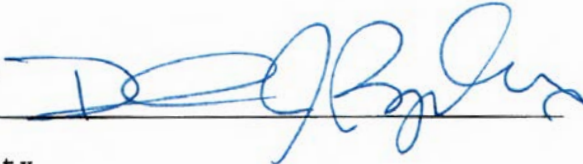
Signature of the Chief 

Printed Name of the Chief Don Gutshall  
City of Clewiston O/B/O Clewiston Police Department  
Clewiston, Florida

Date: 30 DEC 2016

**Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement**

Deputy  
Signature of the Chief



Deputy  
Printed Name of the Chief Daniel Brophy  
Lee County Port Authority Police Department  
Ft. Myers, Florida

Date:

2/24/17

APPROVED AS TO FORM:

BY:

OFFICE OF PORT ATTORNEY

