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
City of Cape Coral O/B/O Cape Coral Police Department
Cape Coral, Florida

 Sheriff Mike Scott (Page 7) Sheriff Stuart Widdon (Page 8)
Lee County Sheriff's Office Glades County Sheriff's Office
Ft. Myers, Florida Moore Haven, Florida

City Manager Saced Kazemi, P.E. / Mayor Randall Henderson Jr. / Chief Derrick Diggs
City of Ft. Myers O/B/O Ft. Myers Police Department (Page 9)
Ft. Myers, FL

City Manager Judith Zimomra / Mayor Kevin Ruane / Acting Chief James Phillips
City of Sanibel O/B/O Sanibel Police Department (Page 10)
Sanibel, Florida

Chief Steven Moore (Page 11) Sheriff Bill Prummell (Page 12)
Gulf Coast University Police Department Charlotte County Sheriff’s Office
Ft. Myers, Florida Punta Gorda, Florida

City Manager Howard Kunik / Mayor Rachel Keesling / Chief Thomas P. Lewis
City of Punta Gorda O/B/O Punta Gorda Police Department (Page 13)
Punta Gorda, Florida

 Sheriff Kevin J. Rambosk (Page 14) Sheriff Steve Whidden (Page 15)
Collier County Sheriff’s Office Hendry County Sheriff’s Office
Naples, Florida LaBelle, Florida

City Manager William Moss / Mayor Bill Barnett / Chief Thomas Weschler
City of Naples O/B/O Naples Police Department (Page 16)
Naples, Florida

City Manager Roger Hernstadt / Chief Al Schettino
City of Marco Island O/B/O Marco Island Police Department (Page 17)
Marco Island, Florida

City Manager Al Perry / Mayor Phillip Roland / Chief Don Gutshall
City of Clewiston O/B/O Clewiston Police Department (Page 18)
Clewiston, Florida

Chief John Cavanaugh
Lee County Port Authority (Page 19)
Ft. Myers, Florida
Multi-Jurisdictional Traffic Task Force
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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
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Signature of Sheriff

Printed Name of Sheriff dbo/ Mike Scott
Lee County Sheriff's Office
Fort Myers, Florida
Date: 12/28/16
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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
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CITY OF FORT MYERS, FLORIDA
a Municipal Corporation

By: _____________________________
Randall P. Henderson, Jr., Mayor
Date: 2/24/2017

ATTEST:

By: _____________________________
Marie Adams, MMC, City Clerk
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:

By: _____________________________
Grant Williams Alley, City Attorney

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Signature of the Mayor

Printed Name of the Mayor  Kevin Ruane
City of Sanibel O/B/O Sanibel Police Department
Sanibel, Florida
Date: 04.04.17

Signature of the Chief  William Dalton
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:

CITY ATTORNEY
Multi-Jurisdictional Traffic Task Force
Voluntary Cooperation Mutual Aid Agreement

Signature of President

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

Date: 1/6/17

Signature of Chief

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
Assistant General Counsel
Florida Gulf Coast University

1/5/2017

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Signature of the Sheriff: [Signature]

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

Date: 12/31/2016
Multi-Jurisdictional Traffic Task Force
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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

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

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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. Willard

Printed Name of the City Manager: William Moss
City of Naples O/B/O Naples Police Department
Naples, Florida
Date: 2/17/17

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: 2/17/17

Signature of the Chief: __________

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, City Attorney

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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: ____________

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: ____________
Multi-Jurisdictional Traffic Task Force
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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: 1/5/17

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
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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

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