

COPY

MULTI-AGENCY VOLUNTARY COOPERATION MUTUAL AID AGREEMENT

WHEREAS, the below subscribed law enforcement agencies have joined together within Alachua County, Florida in a task force (hereinafter referred to as the Combined *Drug Task Force* or "*Task Force*") intended to combat racketeering, drug law violations, organized crime, related criminal violations and to disrupt organizations engaging in such activity; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines;

WHEREAS, the undersigned agencies acknowledge that they can make more efficient use of their respective powers and resources and thereby provide a higher quality of law enforcement services to the public through the coordination of members of the undersigned agencies in the Combined *Drug Task Force*;

NOW THEREFORE, the parties agree as follows:

Each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the Florida Department of Law Enforcement to implement with the jurisdiction and other limits as noted herein the Combined *Drug Task Force* for the purposes and goals indicated.

Parties To This Agreement:

Florida Department of Law Enforcement
Office of the State Attorney, Eighth Judicial Circuit of Florida
Gainesville Police Department
University of Florida Police Department
Alachua County Sheriff's Office
Alachua Police Department
Florida Highway Patrol

Additional parties may, at the request of a participating member, and with the approval of the other Combined Drug Task Force member agencies, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any party may cancel its participation in this Agreement upon delivery of written notice of cancellation to the Florida Department of Law Enforcement.

Intent Statement, Task Force Goals and Provisions for Voluntary Cooperation:

It is the intention of the Florida Department of Law Enforcement to establish this multi-agency Drug *Task Force* as a mechanism by which area law enforcement agencies can dedicate resources into a centralized unit for the purpose of targeting "trafficking" level offenders, along with their associated distribution organizations.

While it is a known fact that the targeting and arrest of "street-level" drug dealers is an essential function of local law enforcement, it is also an established fact that those investigations oftentimes fail to result in the arrest of the dealer's source of supply. Therefore, it is the intent of this *Task Force* to target the offenders that have a direct effect on the importation of those illegal narcotics into the community.

Cases submitted to the *Task Force* for consideration shall not be adopted as *Task Force* initiatives until it is determined that the investigative matter exceeds the jurisdictional boundaries and resources of the submitting agency.

The principal purpose of the *Task Force* shall be the successful prosecution of violators of the narcotic drug laws, with particular emphasis placed on efforts designed to identify and dismantle organized criminal enterprises. Furthermore, emphasis shall be placed on targeting violators that commit criminal acts in multiple jurisdictions and/or multiple judicial circuits.

Task Force efforts shall include, but are not limited to, undercover operations designed to detect illegal narcotics activity, including but not limited to violations of Chapters 893 and 895, Florida Statutes; the arrest and prosecution of those involved; the seizure of contraband and weapons; the forfeiture of assets from those engaged in such activity; and the referral of investigative leads and intelligence to such other federal, state or local law enforcement authorities as may be required and appropriate under the *Task Force* operations.

While the seizure and civil forfeiture of assets is an effective tool in combating organized criminal activity, the seizure and forfeiture of assets shall not take priority over the primary function of the *Task Force*, which shall be to enforce criminal law violations.

Nothing herein shall otherwise limit the ability of participating task force members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the Task Force efforts, with the operations of the Task Force being coordinated with FDLE and other Task Force members.

Procedure for Requesting Assistance

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 the law and the terms of this Agreement.

Organization, Command and Supervisory Responsibility:

There shall be a *Task Force* Governing Board, which shall consist of the Regional Director for the Jacksonville Regional Operations Center, Florida Department of Law Enforcement; the State Attorney for the Eighth Judicial Circuit; the Chief of Police for the City of Gainesville; the Chief of Police for the University of Florida Police Department; and the Sheriff for Alachua County or the individual agencies' approved designee. The Governing Board shall have plenary supervisory authority over the Combined *Drug Task Force*.

Each participating agency shall contribute personnel and resources to the Combined *Drug Task Force* in such numbers as are agreed to by the participating agency and the *Task Force* Governing Board. Participating agencies shall assign personnel to the Combined *Drug Task Force* based upon their investigative experience and the operational needs of the *Task Force*. Final acceptance of personnel assigned to the Combined *Drug Task Force* shall rest with the *Task Force* Governing Board.

The FDLE Supervisor shall be responsible for the operational command and day-to-day administration of all *Task Force* operations and personnel, and shall have the authority to make routine assignments and determine case priority, as needed, pending periodic review and concurrence of the Governing Board.

During the absence of the Managing FDLE Supervisor, or as deemed necessary by the Managing FDLE Supervisor, any member assigned to the *Task Force* may be designated as a Team Leader to manage operational *Task Force* matters.

The Governing Board shall periodically, at a minimum quarterly, review the objectives and accomplishments of the *Task Force* and report its findings to the Managing FDLE Supervisor.

Jurisdiction:

The principal site of the Combined Drug *Task Force* activity is the geographical boundaries of Alachua County, Florida provided however, that *Task Force* members shall enjoy full jurisdictional authority anywhere within the State of Florida, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement when engaged in *Task Force* operations that have been approved by, and involve the Florida Department of Law Enforcement as are contemplated by this Agreement. *Task Force* members operating outside the jurisdiction of their Agency shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved *Task Force* activities as stated herein. The Parties to this Agreement recognize that any extension of jurisdictional authority beyond the bounds of their employing Agency is by reason of this Agreement and the overall supervision and authority of the Florida Department of Law Enforcement as provided by the "Florida Mutual Aid Act." Pursuant to Section 23.127(1), Florida Statutes, designated employees of the undersigned Agencies participating in the *Task Force* shall, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and actually directed as provided herein by a *Task Force* supervisor or designee. No extension of jurisdiction or authority is granted by this Agreement for law enforcement activities unless they are approved and supervised as provided herein and are related to *Task Force* operations or have been encountered directly incident to an approved and supervised *Task Force* operation.

If a conflict arises between an order or direction provided by the *Task Force* supervisor and a member's employing Agency's rules, standards, or policies, the conflict shall be promptly reported to the *Task Force* supervisor, and to the superior in that member's agency chain of command. The *Task Force* supervisor, in conjunction with the member's agency superior, shall attempt to resolve the conflict in a manner that will allow the *Task Force* operation to continue appropriately. At no time will a participating member be forced to violate his/her own agency's policies or rules in order to effect a *Task Force* initiative.

The Parties to this Agreement may, by a written memorandum of understanding or written attachments to this Agreement, identify or further define particular guidelines, policies, or procedures to be utilized by members of the *Task Force* when engaged in *Task Force* operations. In the absence of written memorandum of understanding or attachments, the policies and procedures to be utilized by *Task Force* members shall be clearly identified by the Managing FDLE Supervisor in consultation with the Governing Board.

However, as stated above, no *Task Force* member will be expected or required to violate or otherwise fail to maintain the member's employing Agency's standards of conduct, rules or policies.

Powers, Privileges, Immunities, Costs and Liability-Related Issues:

Employees of the participating agencies, 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.

An agency 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.

Each member agency engaging in the *Task Force* initiatives pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee while such employees are engaged in *Task Force* activities/initiatives, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employees, as further discussed below:

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, and resources in order to effect the purposes of the *Task Force*, and agrees to bear the cost of loss or damage to its equipment, vehicles or property so provided. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability.

Each Agency furnishing services pursuant to this Agreement shall compensate its employees during the time such services are rendered and shall defray the actual expenses of its employees while they are rendering such services, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such services. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), 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 shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement.

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

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.

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.

Property Seizure and Forfeiture Considerations:

No funds or other property seized during *Task Force* operations are to be utilized by any member agency prior to successful forfeiture or until the title or interest in the funds otherwise lawfully vests in one or more member agencies. Forfeiture actions based upon seizures made by the *Task Force* shall be based upon current statutory and case law. The Parties agree that the Office of the State Attorney, Eighth Judicial Circuit, through its attorneys, will be primarily responsible under this Agreement for pursuing all *Task Force* forfeiture actions on behalf of all of the Parties in state court, subject to its right to reimbursement of associated costs; however, this provision shall not preclude the use of other forfeiture attorneys or personnel as needed on particular matters. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this Agreement and shall take into account their relative roles in support of the efforts of the *Task Force*, unless an alternate distribution allocation among the Parties has been agreed to.

Any Party to this Agreement or any prosecutor handling the criminal prosecution of *Task Force* cases may request copies of forfeiture complaints and pleadings filed by reason of *Task Force* seizures, and such copies shall be promptly provided to the requester. If any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of member agency (ies) in seized cash or property is raised by any of the Parties to this Agreement, an attempt to resolve the issue through informal discussion and contact shall be made. In the event any Party to this Agreement believes that there is no legal sufficiency upon which to pursue the forfeiture of particular seized cash or property, and the concerns cannot be resolved, no forfeiture action on behalf of the *Task Force* is to be filed. All options available to state and local law enforcement agencies with regard to unclaimed evidence or abandoned property, gifts and plea agreements are available to the *Task Force*, provided the property under consideration otherwise qualifies under law for such consideration.

Evidence and Records:

The Parties agree that all Task Force reports and records shall be maintained by FDLE, and shall be identified as Task Force reports.

Evidence shall be seized in accordance with each task force member's agency guidelines and all evidence seized in Task Force operations shall be maintained by the participating local task force member's agency in whose jurisdiction the evidence was initially seized.

The Florida Department of Law Enforcement may at any time order a review and audit by FDLE's Inspector General's Office of Task Force operations with regard to the seizure and handling of all evidence, property, or cash or any other aspect of Task Force operations. The Parties agree to cooperate in any such audit by allowing full access to documents, personnel and facilities necessary to perform the audit function.

Operational Procedures Manual:

The Managing FDLE Supervisor will create a *Task Force* Operational Procedures Manual, which will be provided to the Parties of this Agreement and to all *Task Force* members. The Operational Procedures Manual will establish consistent uniform procedures for *Task Force* members to utilize during *Task Force* operations. The issues to be addressed in this Manual will include, but are not limited to: Confidential Sources; Security and Use of Investigative Funds; and Tactical/Raid Planning.

The *Task Force* Governing Board will establish a procedure that requires the uniform dissemination of media and/or public information, which relates to *Task Force* matters.

Term of Agreement:

This Agreement shall become effective as to the executing Parties upon execution by the Executive Director of the Florida Department of Law Enforcement and at least one other participating Agency. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party.

This Agreement shall remain in full force as to all participating Parties until June 30, 2004 unless canceled in writing by the Regional Director for the Florida Department of Law Enforcement, or as canceled in writing by an individual Party as provided herein. This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, the Office of the Regional Director, Florida Department of Law Enforcement. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto sign on the date specified.

For the Florida Department of Law Enforcement:

James T. Moore, Executive Director
Date: _____

Kenneth S. Tucker, Regional Director
Jacksonville Regional Operations Center
Date: _____

For the Office of the State Attorney, Eighth Judicial Circuit:

William Cervone, State Attorney
Date: _____

For the Gainesville Police Department:

Wayne Bowers, City Manager
Date: _____

Norman Botsford, Chief of Police
Date: _____

For the University of Florida Police Department:

Everett Stevens, Chief of Police
Date: _____

For the Alachua County Sheriff's Office:

Stephen M. Oelrich, Sheriff

Date: _____

For the Alachua Police Department:

Jim Jarboe, City Manager

Date: _____

Robert Jernigan, Chief of Police

Date: _____

For the Florida Highway Patrol:

Colonel Chris Knight, Director

Date: _____