

**LEGISLATIVE #**

**120647**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE ALACHUA COUNTY SHERIFF, THE GAINESVILLE POLICE  
DEPARTMENT, AND UNIVERSITY OF FLORIDA POLICE DEPARTMENT  
FOR A COMBINED NARCOTICS AND ORGANIZED CRIME TASK FORCE**

**THIS AGREEMENT**, by and between the Sheriff of Alachua County, Florida (Sheriff); the City of Gainesville Police Department (GPD); and the University of Florida Police Department (UPD), is effective as of the 1<sup>st</sup> day of January, 2013.

**WITNESSETH:**

**WHEREAS**, the Sheriff, GPD and UPD wish to assign personnel to a combined narcotics and organized crime task force for the purpose of investigating illegal narcotics and organized criminal activity including, but not limited to, violations of the following Florida Statutes: Chapter 777, relating to Principal, Accessory, Attempt, Solicitation, and Conspiracy; Chapter 796, relating to Prostitution; Chapter 847, relating to Obscenity; Chapter 849, relating to Gambling; and Chapter 893, relating to Drug Abuse Prevention and Control; and to provide such other investigative assistance as may be requested by the Governing Board of the combined narcotics and organized crime task force; and

**WHEREAS**, it is the intent of the parties to avoid duplication and cross-over of investigations of persons involved in said activities,

**NOW, THEREFORE**, the parties agree as follows:

**I. GENERAL PROVISIONS**

1. The task force will be known as the “Gainesville Alachua County Drug Task Force,” or GACDTF.
2. Each party agrees to furnish personnel, equipment and other resources, and to render services to each other party to this agreement in furtherance of performing the investigative

functions contemplated by this agreement, provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment or other resources in furnishing such assistance.

3. Each party agrees to collaborate on the receipt, development and cultivation of intelligence information concerning criminal activities contemplated by this Agreement. It is the intent of this agreement that investigations of those activities mentioned above be approached on a team basis, and assigned by the GACDTF Commander, subject to the limitations contained in paragraph 2 above.

4. Each party which furnishes any equipment pursuant to this agreement shall bear all loss or damage such equipment may sustain and shall pay any expense incurred in the operation and maintenance thereof.

5. Each party shall retain full responsibility for the compensation of its own personnel assigned to the GACDTF, including, but not limited to, salary, travel and maintenance expenses, retirement, insurance, workers' compensation, and any amounts paid or due for compensation due to personal injury or death.

6. 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.

7. Evidence seized as a result of any investigation under this agreement shall be stored by GPD unless otherwise agreed by the Governing Board.

8. UPD's performance under this agreement is contingent upon an annual appropriation by the Legislature.

## II. POWERS, PRIVILEGES AND IMMUNITIES

1. The Sheriff will appoint those GPD and UPD personnel assigned to the GACDTF as deputies with full privileges and authority to act as deputy sheriffs, within the geographical confines of Alachua County, while conducting actions necessary and proper to investigations authorized by the GACDTF Commander.

2. It is not the intent of this agreement to extend the jurisdiction of the Sheriff, GPD or UPD outside of their normal limits, except for the deputization of GPD and UPD officers as provided above.

3. Any police action exercised outside of Alachua County must be undertaken by sworn agents of such other agency having territorial jurisdiction where the police or enforcement action is taking place.

## III. GOVERNING BOARD; COMMAND AND SUPERVISORY AUTHORITY

1. There shall be a Governing Board of the Gainesville Alachua County Drug Task Force which shall consist of the Sheriff or her designee, the GPD Chief of Police or his designee, and the UPD Chief of Police or her designee. The Governing Board shall meet not less than once a year. The Governing Board shall have plenary supervisory authority over the personnel participating in this agreement. The Governing Board shall ensure compliance with all rules, regulations, ordinances, statutes and laws applicable to their respective agency. The Governing Board shall appoint one individual from GPD to serve as a Commander for the first year of this agreement, and one individual from the Sheriff's Office to serve as an Assistant Commander for the first year of this agreement. During the second year of this agreement, the person initially appointed as the Assistant Commander shall serve as Commander, and the person originally appointed as Commander shall serve as Assistant Commander. Should either appointee become

unable to fulfill his or her responsibilities, for whatever reason, the Board shall appoint a successor from the same agency. This process shall repeat for the third and fourth year of the agreement.

2. The GACDTF Commander shall have the responsibility for the day-to-day command and administration of the Task Force. Supervisory personnel assigned by each party to this agreement shall be deployed as directed by the Commander, or the Assistant Commander in the absence of the Commander. However, as provided in paragraph II. (3), above, any police or enforcement activity relating to GACDTF investigations which extend outside of Alachua County shall be conducted by agents of the agency having geographic jurisdiction.

3. The Governing Board shall establish policy, promulgate rules and regulations, set guidelines and otherwise provide for the operation of the Task Force pursuant to this agreement; however, no assigned member shall be required to violate his or her own agency's policies, rules, or procedures in furtherance of any GACDTF activity. Conflicts shall be immediately brought to the attention of the Commander, who will resolve any disputes with the assigned officer's parent agency chain of command.

#### **IV. SHARING OF COSTS AND ASSETS; FORFEITURES**

1. The Sheriff and GPD agree to each furnish 50% of the required equipment, and to be equally responsible for computer support for all personnel assigned to the GACDTF.

2. Expenses incurred in the operation of the GACDTF including, but not limited to, buy money, supplies, lease payments, utility and land-line telephone costs shall be borne equally by the Sheriff and GPD. The parties shall bear their own cell phone costs.

3. Forfeiture proceedings against personal property seized pursuant to the Florida Contraband Forfeiture Act as a result of an investigation conducted pursuant to this agreement

shall be brought by an attorney designated by the City for seizures made within the corporate limits of the City of Gainesville, and by an attorney designated by the Sheriff for seizures made within Alachua County outside of the corporate limits of the City of Gainesville. However, if either attorney is unable to timely file a forfeiture action due to absence from the office, the other may act in his or her stead. Forfeiture proceedings will only be initiated upon currency or property valued at \$3000 or more. Unless otherwise directed by the Commander, all forfeited assets shall be sold and the proceeds applied first to the payment of costs incurred in bringing the forfeiture proceeding, including but not limited to, attorney's fees, clerical costs, filing fees, deposition costs and notice fees. The remaining proceeds, or the forfeited property itself, shall be divided as follows:

- a. Step 1. Determining Agency Interest. The interest each party has in any forfeited property shall be calculated according to the pro rata amount of resources contributed by each agency to GACDTF initiatives, and shall be approved by the Governing Board.
- b. Step 2. Determining Fair Market Value. The Commander will ensure that a written appraisal is obtained from a dealer of mutual selection by both GPD and the Sheriff on personal property other than money and currency in current circulation.
- c. Step 3. Determining Disposition of Property. Once property has been forfeited, the party with the largest amount of outstanding credit (see Step 4) will have right of first refusal of said property. If the amount of credit is equal, the party that had the most recent right of first refusal will defer that

right to the other party. Should all parties decide not to use the property, it shall be auctioned with the proceeds dispersed as stated above.

- d. Step 4. Determining Credit Balance. Once it has been determined that any party has opted to use forfeited property, the other parties will be credited with their share of the value. The credit balance will be a running balance which will reflect the agency with the largest amount of credit (each transaction will be deducted by the (-) sign in the share columns) and the amount of such credit.

4. From time to time, assets which are seized by DTF may be adopted for forfeiture proceedings by a federal agency. When this occurs, the DTF Commander is responsible for ensuring that a form DAG-71, Application for Transfer of Federally Forfeited Property, is completed for all seizures for which a federal agency will initiate forfeiture proceedings. The local sharing portion of federally forfeited assets will be distributed to the Sheriff, who then ensure that the proceeds are divided according to the pro rata amount of resources contributed by each agency to the investigation which led to the seizure of the asset(s).

## **V. TERM AND TERMINATION**

1. This agreement shall continue in full force and effect until December 31, 2016. This agreement may be renewed or extended only in writing by the parties. Any party may cancel its participation in this agreement upon delivery of thirty (30) days written notice thereof to the other parties.

**VI. RECORDS, REPORTS**

1. The Commander will designate a lead investigator for each investigation. That investigator will be responsible for writing the main report utilizing the City of Gainesville's report system, utilizing a case number assignment system established for the GACDTF. All supplements will be incorporated under this case number. The City of Gainesville Police Department shall thereby be responsible for responding to public records requests for GACDTF reports.

**IN WITNESS WHEREOF**, the parties hereto cause this agreement to be signed by their duly authorized officials.

**ALACHUA COUNTY SHERIFF**

\_\_\_\_\_  
Sadie Darnell, Sheriff

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

Approved as to Form and Legality:

\_\_\_\_\_  
Cynthia M. Weygant, General Counsel

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

**CITY OF GAINESVILLE**

\_\_\_\_\_  
Russ Blackburn, City Manager

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

Recommended:

\_\_\_\_\_  
Tony Jones, Chief of Police

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



Approved as to Form and Legality:

Lee Libby  
Lee Libby  
Asst. City Attorney II

Date: 12/13/12

**UNIVERSITY OF FLORIDA**

\_\_\_\_\_  
Ed Poppell, Vice President  
Administrative Affairs  
University of Florida

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

Recommended:

\_\_\_\_\_  
Linda J. Stump, Director  
University Safety and Security  
University of Florida Police Department

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

Approved as to Form and Legality:

\_\_\_\_\_  
Office of the General Counsel  
University of Florida

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