

LEGISLATIVE #

120645

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ALACHUA COUNTY SHERIFF AND
THE GAINESVILLE POLICE DEPARTMENT
FOR A DOMESTIC HIGHWAY ENFORCEMENT TASK FORCE**

THIS AGREEMENT, between the Sheriff of Alachua County, Florida (Sheriff); and the City of Gainesville Police Department (GPD), is effective January 1, 2013.

WITNESSETH:

WHEREAS, drug trafficking, drug smuggling and related violence against innocent citizens and law enforcement personnel have increased throughout Florida; and

WHEREAS, drug smugglers and money launderers frequently use the Florida state highway system to move illegal substances and other contraband through Florida, including Alachua County; and

WHEREAS, the Sheriff and GPD wish to assign personnel to a Domestic Highway Enforcement Task Force for the purpose of intercepting and curtailing drug trafficking on state highways within Alachua County and seizing substances and illegal assets;

NOW, THEREFORE, the parties agree as follows:

I. GENERAL PROVISIONS

1. The mission of the Domestic Highway Enforcement Task Force (DHETF) is to use collaborative intelligence to intercept contraband and drug trafficking operations that may impact Alachua County. DHETF will focus on reducing the amount of narcotics transported through and into the area, reducing drug-related crime and violence in the Alachua County area, and seizing illegal assets realized through drug trafficking.
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 unreasonably deplete its own personnel, equipment or other resources in furnishing such assistance.
3. ASO agrees to assign one supervisor at the rank of sergeant, one K-9 team, comprised of one deputy and one narcotics detecting K-9, and one deputy. GPD agrees to assign one K-9 team, comprised of one officer and one narcotics detecting K-9, and one officer.
 4. The DHETF will be organized under the auspices of the Gainesville Alachua County Drug Task Force (GACDTF) and the North Florida High Intensity Drug Trafficking Area (NFHIDTA) Combined Alachua Drug Enforcement Team (CADET) Initiative. All personnel assigned to the DHETF will report to a supervisor designated by the GACDTF Commander.
 5. Each party agrees to collaborate on the receipt, development and cultivation of intelligence information concerning narcotics trafficking 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 task force supervisor designated by the GACDTF commander.
 6. The parties agree that those portions of I-75 (S.R. 93), U.S. 301 (SR-200) and U.S. 441 (SR-25) which run through Alachua County will be the primary, but not exclusive, highways for enforcement activities.
 7. Each party which furnishes any equipment pursuant to this agreement shall bear any and all loss or damage such equipment may sustain and shall pay any expenses incurred in the operation and maintenance thereof.

8. Each party shall retain full responsibility for the compensation of its own personnel assigned to the Unit, 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.
9. Evidence and assets seized as a result of any investigation under this Agreement shall be stored by GPD unless determined otherwise by the GACDTF Governing Board.

II. POWERS, PRIVILEGES AND IMMUNITIES

1. The Sheriff will appoint those GPD personnel assigned to the DHETF as deputies with authority to enforce state traffic and criminal laws in the unincorporated area of Alachua County when executing their mission under the auspices of this Agreement as authorized by the DHETF supervisor.

III. SHARING OF ASSETS; FORFEITURES

1. The parties agree that, as a general rule, seizures of assets made by DHETF personnel will be referred to the Drug Enforcement Administration for federal forfeiture. The DHETF supervisor is responsible for ensuring that a form DAG-71, Application For Transfer of Federally Forfeited Property, is completed for all seizures for which DEA will initiate forfeiture proceedings. The local sharing portion of federally forfeited assets will be distributed to the GACDTF commander, who will then ensure that the proceeds are divided as follows:
 - a. ASO will receive 60 percent
 - b. GPD will receive 40 percent

2. 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 the attorney for the Sheriff. Forfeiture proceedings will be initiated in accordance with the seizing agency's current policy. Unless otherwise directed by the GACDTF 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 described in III.1 above.

IV. TERM AND TERMINATION

1. This Agreement shall take effect as of January 1, 2013, and 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.

V. RECORDS, REPORTS

1. The agency initiating a traffic stop will be responsible for writing the main report. ASO and GPD shall utilize the City of Gainesville's report system, utilizing a case number assignment system established for the GACDTF. All supplements will be incorporated under a GACDTF case number.

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

ALACHUA COUNTY SHERIFF

Sadie Darnell
Sadie Darnell, Sheriff

Date: 12/7/12

Approved as to Form and Legality:

Cynthia M. Weygant
Cynthia M. Weygant, General Counsel

Date: 12/5/12

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: 12/11/12