

MEMORANDUM

TO: Judie Zimomra, City Manager
FROM: William Tomlinson, Chief of Police
DATE: February 11, 2013
RE: Multi-Jurisdictional Traffic Task Force

Staff recommends that City Council approves this Multi-Jurisdictional Traffic Task Force Voluntary Cooperation Law Enforcement Mutual Aide Agreement renewal.

The purpose of this Multi- Jurisdictional Task Force Mutual Aide agreement is to join other local law enforcement agencies to assist the other in routine Law enforcement operations that cross jurisdictional boundaries, to include, sobriety checkpoints, Driver's License and Registration Checkpoints to promote roadway safety, raise public awareness related to aggressive driving and driving under the influence and to decrease the cost associated with unlicensed drivers and unregistered vehicles.

Participating in these operations provides experience to Sanibel Police Officers in building an effective network between the other participating law enforcement agencies.

Cc: Pamela Smith, City Clerk
Ken Cuyler, City Attorney

Barry R. Hillmyer**Legal Director
Office of the Sheriff****State of Florida
County of Lee**

January 30, 2013

Chiefs of Police:

Cape Coral Police Department
815 Nicholas Parkway
Cape Coral, FL 33915

Rick Parfitt
Edison State College
PO Box 60210
Fort Myers, FL 33906

Sanibel Police Department
800 Dunlop Road
Sanibel, FL 33957

Chairman, Lee County BOCC
PO Box 398
Fort Myers, FL 33902

Florida Gulf Coast University
10501 FGCU Blvd South
Fort Myers, FL 33965-6565

Mayor, City of Fort Myers
PO Drawer 2217
Fort Myers, FL 33902

Lee County Port Authority
16000 Chamberlin Parkway
Suite 8671
Fort Myers, FL 33913-8899

Mayor, City of Cape Coral
PO Box 150027
Cape Coral, FL 33915

Re: **Multi Jurisdictional Mutual Aid Agreement**

Dear Sirs & Madams:

Enclosed please find the Lee County Multi Jurisdictional Mutual Aid Agreement for circulation within your agencies and signature by all parties and return to my office.

Very truly yours,

Barry R. Hillmyer, Legal Director

BRH:sat
Enclosure

LEE COUNTY MULTI JURISDICTIONAL
MUTUAL AID AGREEMENT

This Agreement is entered into between Lee County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University Board of Trustees on behalf of its Police Department, Edison State College Board of Trustee on behalf of Edison State College Police Department and the Lee County Port Authority.

WHEREAS, it is the responsibility of the governments of the Lee County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University Police Department, Edison State College Police Department and the Lee County Port Authority, herein referred to as "Participating Agencies" to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Participating Agencies; and

WHEREAS, in order to ensure that preparation of these Participating Agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people throughout Lee County; and

WHEREAS, Lee County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University

Police Department, Edison State College Police Department and the Lee County Port Authority, have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement;

NOW, THEREFORE, LET IT BE KNOWN that the Lee County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University Police Department, Edison State College Police Department and the Lee County Port Authority, political subdivisions of the State of Florida, by and through their undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement.

2. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

3. Definitions:

a. Joint declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the Clerk of the Circuit Court Lee County, Florida, and shall thereafter become a part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by

filing subsequent declarations with the clerks of the respective political subdivisions or agencies.

b. Participating Agencies or participating law enforcement agency: Either the Lee County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University Police Department, Edison State College Police Department and the Lee County Port Authority.

c. Agency heads: Either the Sheriff of Lee County, or the Sheriff's designees; and the Chief of Fort Myers Police Department or the Chief's designees; Chief of Cape Coral Police Department or the Chief's designees; Chief of the Sanibel Police Department or the Chief's designees; Chief of the Florida Gulf Coast University Police Department or the Chief's designees; Chief of Police of the Edison State College Police Department or the Chief's Designees, Chief of the Lee County Port Authority or the Chief's designees.

d. Participating municipal police department: The Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University Police Department, Edison State College Police Department and the Lee County Port Authority that has approved and executed this Agreement upon approval of the governing body of those Police Departments.

c. Certified law enforcement employee: any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

a. In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police

department requiring assistance shall notify that agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.

b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources, at their own costs, to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the requesting agency.

5. Powers, Privileges, Immunities, and Costs:

a. All employees of the participating municipal police departments, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision or jurisdiction in which they are normally employed.

b. The political subdivision or governing body having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c. The political subdivision or governing body having financial responsibility for the law enforcement agency providing aid to the requesting agency pursuant to this Agreement, shall be responsible for compensating its employees while rendering aid pursuant to this Agreement and shall pay actual travel and maintenance expenses of its employees rendering such aid. Such compensation shall include any amounts paid or due for compensation resulting from personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include, to the extent allowable by law, all benefits normally due such employees by responding agency.

d. All exemption from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. Indemnification: The political subdivision or governing body having financial responsibility for the law enforcement agency providing aid pursuant to this

Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision or governing body in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. Conflicts: Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

8. Effective Date and Duration: This Agreement shall be in effect from the date of signing, through and including January 1, 2017. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

9. Cancellation: This Agreement may be cancelled by any party upon sixty (60) days written notice to the other parties. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2013.

Sheriff Mike Scott

Sheriff of Lee County
Date: _____

Signed: _____

Print Name: _____
City Manager, City of Fort Myers
Date: _____

Signed: _____

Print Name: _____
Chairman, Lee County Commissioners
Date: _____

Attest:

Signed: _____

Print Name: _____
Clerk, City of Fort Myers
Date: _____

Signed: _____

Print Name: _____

Mayor, City of Fort Myers

Date: _____

Signed: _____

Print Name: _____

Chief, City of Cape Coral Police

Date: _____

Signed: _____

Print Name: _____

Mayor, City of Cape Coral

Date: _____

Signed: _____

Print Name: _____

Clerk, City of Cape Coral

Date: _____

Signed: _____

Print Name: _____

Mayor, City of Sanibel

Date: _____

Signed: _____

Print Name: _____

Chief, Sanibel Police Department

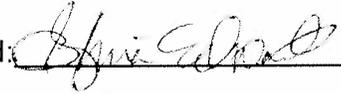
Date: _____

Signed: _____

Print Name: _____

City of Sanibel Attorney

Date: _____

Signed: 

Print Name: SYLVIA EDWARDS

Finance Director, City of Sanibel

Date: _____

Signed: _____

Print Name: _____

Clerk, City of Sanibel

Date: _____

Signed: _____

Print Name: _____

Assistant General Counsel,
Florida Gulf Coast University

Date: _____

Signed: _____

Print Name: _____

Chief, Florida Gulf Coast University

Date: _____

Signed: _____

Print Name: _____

President, Florida Gulf Coast University

Date: _____

APPROVED FINANCIAL SUFFICIENT APPROVED AS TO FORM:



Sylvia A. Edwards, Finance Director

Signed: _____

Print Name: _____
Chief, Lee County Port Authority

Date: _____

Signed: _____

Print Name: _____
Board of Trustees
Edison State College

Date: _____

Signed: _____

Print Name: _____
Chief of Police
Edison State College Police Department

Date: _____