

## **8. CONSENT AGENDA**

- h. Approval of a Multi-Jurisdictional Traffic Task Force Agreement between Florida Department of Law Enforcement and the City of Sanibel Police Department to perform DUI Checkpoints, Drivers License and Registration Checkpoints and Saturation Patrols and authorize the City Manager to execute same**

07/08-203

**MEMORANDUM**

October 14, 2008

TO: City Manager Judie Zimomra ✓  
FROM: Police Chief William Tomlinson ✓  
RE: Multi-Jurisdictional Traffic Task Force

The purpose of this Multi-Jurisdictional Task Force Mutual Aid Agreement is to join other local law enforcement agencies in operations to reduce traffic accidents and fatalities through DUI check points and other routine law enforcement activities.

This voluntary cooperative agreement will allow participating law enforcement agencies to participate in routine law enforcement operations that cross jurisdictional boundaries.

Participating in these operations provides experience to Sanibel Police Officers that they would not ordinarily obtain on Sanibel and builds effective networking between the participating agencies.

Staff recommends that City Council approves the Multi-Jurisdictional Traffic Task Force.

to Clerk -  
On to  
Agenda  
[Signature]



# CAPE CORAL POLICE DEPARTMENT

SUPPORT SERVICES DIVISION

**DATE:** October 2<sup>nd</sup>, 2008

**TO:** Mutual Aid Member

**FROM:** Sergeant Allan Kolak  
Special Operations

**SUBJECT:** Multi-Jurisdictional Traffic Task Force

RECEIVED BY  
08 OCT - 8 AM 7:39  
CITY OF SANIBEL  
ADMIN / LEGIS.

Attached is a voluntary cooperation mutual aid agreement. The current agreement in place expires on December 31<sup>st</sup>, 2008. The agreement covers three main aspects; DUI Checkpoints, Drivers License and Registration Checkpoints, and Saturation Patrols (also known also Wolfpacks). This agreement will be very beneficial to all of the agencies involved, especially those having manpower issues for such operations.

Each "copy" of the agreement sent to you has a separate page for each signature. The signature page is the only page that needs to be sent back. Once the agreement is completed the original will be sent to FDLE and each participating agency will be sent a copy.

Due to the grants in effect with some agencies it is requested that this be reviewed and sent back as soon as possible.

Please review and sign the appropriate page and send back to:

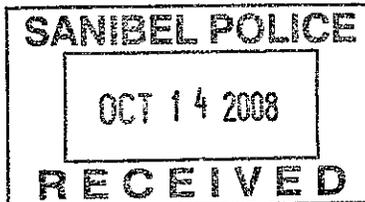
Attention: Sgt. Allan Kolak  
Cape Coral Police Department  
P.O. Box 150027  
Cape Coral, FL 33915-0027

Thank you for your time in this matter.

If anyone has any questions, please do not hesitate to contact me.

Cellular: 239-707-2845  
E-mail: [akolak@capecoral.net](mailto:akolak@capecoral.net)

*to call*



## Multi-Jurisdictional Traffic Task Force

### Voluntary Cooperation Mutual Aid Agreement

This Agreement is entered into between; the City of Cape Coral (O/B/O) 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 Country Sheriff's Office, Desoto County Sheriff's Office, 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 electing to participate.

#### Witnessed:

WHERE AS, the parties to this agreement have joined together in a Multi-Jurisdictional Traffic Task force designed to reduce the number of traffic crashes and fatalities attributable to driving under the influence of alcohol and/or other controlled substances; and

WHERE AS, the parties to this agreement have agreed to join together to form a Multi-Jurisdictional Traffic Task Force designed to heighten the awareness of the danger of driving while impaired, unlicensed drivers and unregistered vehicles throughout the participating jurisdictions; and

WHERE AS, the parties to this agreement have the authority under Part I of Chapter 23, Florida Statutes (2006), entitled the "Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines pursuant to Chapter 23, Florida Statutes.

NOW, THEREFORE, the parties agree as follows:

#### SECTION I. PROVISIONS FOR VOLUNTARY COOPERATION:

1. Each of the law enforcement agencies herein identified as the parties to this agreement hereby approves and enters into this agreement whereby each of said law enforcement agencies agree to assign equipment and personnel to the Multi-Jurisdictional Traffic Task Force.
2. The parties agree to participate in sobriety checkpoints, Driver's License and Registration Checkpoints and saturation patrols 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.
3. This agreement shall expire on December 31<sup>st</sup>, 2012.

4. The members of the Multi-Jurisdictional Traffic Task Force will 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.
5. 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 driver's and unregistered vehicles.
6. Request for assistance shall be accomplished by a telephonic or electronic notification by the requestor to each participant in the agreement. Those agencies participating in the operation will receive an operational plan. Each Participating Agency according to its procedure shall grant authorization for an operation by the execution of an operational plan.
7. Each participant in the agreement shall retain discretion as to when, whether and to what extent it elects to participate.

## SECTION II. POLICY AND PROCEDURE

1. The parties to this agreement will assign equipment and personnel to the Multi-Jurisdictional Traffic Task Force. Each member of the task force will assist in establishing traffic operations within the jurisdictional confines of the law enforcement agencies participating in this agreement.
2. Traffic Operations will be established throughout the participating counties for the duration of the agreement.
3. Traffic Operations will be scheduled at the convenience of the hosting agency, locations of the operations will be selected based upon statistical research pinpointing areas in the county where operations will be most effective, as supported by historical vehicular crash and traffic arrest data.
4. Traffic Operations will be implemented in accordance with recognized guidelines regarding planning and site selection. Public notice will be given prior to implementation of said traffic operations. Detailed operational plans shall be prepared and provided by the parties prior to each traffic operation.
5. The hosting agency will have command and supervisory responsibility over the operation.

### SECTION III. POWERS, PRIVILEGES, IMMUNITIES AND COST

1. Members of the Traffic Task Force designated by the parties to this agreement, when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their jurisdiction under the terms of 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 in which they are normally employed.
2. The parties to this agreement who furnish any equipment pursuant to the agreement shall bear expenses of the loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof.
3. Each of the parties to this agreement shall compensate its employees/appointees during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees/appointees while they are rendering such aid, including any amounts paid or due for compensation arising from personal injury or death while such employee/appointees are engaged in rendering such aid.
4. All the privileges and immunities from liability, exemptions from laws, ordinance and rules, and all pension, insurance's, 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 public agencies, shall apply to them to the same degree, manner and extent while engaged in the performance of any of their functions and duties extraterritorial under the provisions of this mutual aid agreement. The provisions of this section apply with equal effect to paid, volunteer and reserve employees.

### SECTION IV. LIABILITY

Each party to this agreement engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions or conduct of such party's own employees/appointees, occurring while engaging in rendering such aid pursuant to this agreement, to be responsible for its own negligence and liability and the liability of its appointees or employees, or volunteers subject to provisions of Section 768.28, Florida Statutes (2006), where applicable. Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity or an indemnity.

## SECTION V. LIABILITY INSURANCE

Each party to this agreement shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(15), Florida Statutes (2006), in an amount which is in the judgement of the governing body of that party, at least adequate to cover the risk to which the party may be exposed. Should however, the insurance coverage, provided, by any party to this agreement be cancelled or undergo material change, that party shall notify in writing all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

## SECTION VI. EFFECTIVE DATE

THIS AGREEMENT shall take effect upon execution and approval by the hereinafter-named agency heads of the parties to this agreement and will continue in full force and effect, unless terminated by any or all of the parties according to the further terms hereof. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the Florida Department of Law Enforcement. The time limit for this Agreement shall run through December 31, 2012.

## SECTION VII. MEDIA

Media releases and conferences shall be prepared by a representative of the agency in whose jurisdiction the operation takes place and may be distributed to all other agencies for comment prior to final release.

## SECTION VIII. FORFEITURE

In the event any property should be confiscated and forfeited as a result of any operation, the participating parties shall share in the net proceeds of any such action in equal proportions. Forfeiture shall be initiated by the Agency in whose jurisdiction the operation occurred.

## SECTION IX. CANCELLATION

THIS AGREEMENT may be cancelled by any party upon delivery of written notice to the other parties to this agreement. Cancellation will be at the direction of any subscribing party, for only that party.

THIS DOCUMENT embodies the entire agreement between the parties hereto.

THE PARTIES HERETO cause these presents to be signed on the date specified.

City Manager Terrance Stewart (Page 6)  
City of Cape Coral O/B/O Cape Coral Police Department  
Cape Coral, Florida

Sheriff Mike Scott (Page 7)  
Lee County Sheriff's Office  
Ft. Myers, Florida

Sheriff Stuart Whiddon (Page 8)  
Glades County Sheriff's Office  
Moore Haven, Florida

City Manager William Mitchell / Mayor Jim Humphrey (Page 9)  
City of Ft. Myers O/B/O Ft. Myers Police Department  
Ft. Myers, FL

City Manager Judie Zimomra / Mayor Mick Denham (Page 10)  
City of Sanibel O/B/O Sanibel Police Department  
Sanibel, Florida

Chief Steven Moore (Page 11)  
University Police Department  
Ft. Myers, Florida

Sheriff John Davenport (Page 12)  
Charlotte County Sheriff's Office  
Punta Gorda, Florida

City Manager Howard Kunik / Mayor Larry Friedman (Page 13)  
City of Punta Gorda O/B/O Punta Gorda Police Department  
Punta Gorda, Florida

Sheriff Don Hunter (Page 14)  
Collier County Sheriff's Office  
Naples, Florida

Sheriff Ronnie Lee (Page 15)  
Hendry County Sheriff's Office  
LaBelle, Florida

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

Sheriff Vernon L. Keen (Page 17)  
DeSoto County Sheriff's Office  
Arcadia, FL

City Manager Wendell Johnson / Mayor Mali Chamness (Page 18)  
City of Clewiston O/B/O Clewiston Police Department  
Clewiston, Florida

Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement

\_\_\_\_\_  
Signature of City Manager Terrance Stewart  
City of Cape Coral O/B/O Cape Coral Police Department  
Cape Coral, Florida

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

\_\_\_\_\_  
Signature of Mayor Eric Feichthaler  
City of Cape Coral O/B/O Cape Coral Police Department  
Cape Coral, Florida

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

Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement

\_\_\_\_\_  
Signature of Sheriff Mike Scott  
Lee County Sheriff's Office  
Ft. Myers, Florida

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

Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement

\_\_\_\_\_  
Signature of Sheriff Stuart Whiddon  
Glades County Sheriff's Office  
Moore Haven, Florida

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

Multi-Jurisdictional Traffic Task Force

Voluntary Cooperation Mutual Aid Agreement

\_\_\_\_\_  
Signature of City Manager William Mitchell  
City of Ft. Myers O/B/O Ft. Myers Police Department  
Ft. Myers, FL

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

\_\_\_\_\_  
Signature of Mayor Jim Humphrey  
City of Ft. Myers O/B/O Ft. Myers Police Department  
Ft. Myers, FL

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

Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement

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Signature of City Manager Judie Zimomra  
City of Sanibel O/B/O Sanibel Police Department  
Sanibel, Florida

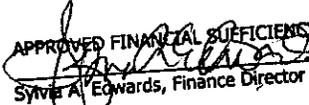
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Mayor Mick Denham  
City of Sanibel O/B/O Sanibel Police Department  
Sanibel, Florida

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**CITY ATTORNEY**

  
APPROVED FINANCIAL SUFFICIENCY  
\_\_\_\_\_  
SYLVIE A. EDWARDS, Finance Director 10/29/02

Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement

\_\_\_\_\_  
Signature of Chief Steven Moore  
University Police Department  
Ft. Myers, Florida

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

Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement

\_\_\_\_\_  
Signature of Sheriff John Davenport  
Charlotte County Sheriff's Office  
Punta Gorda, Florida

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

Multi-Jurisdictional Traffic Task Force

Voluntary Cooperation Mutual Aid Agreement

\_\_\_\_\_  
Signature of City Manager Howard Kunik  
City of Punta Gorda O/B/O Punta Gorda Police Department  
Punta Gorda, Florida

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

\_\_\_\_\_  
Signature of Mayor Larry Friedman  
City of Punta Gorda O/B/O Punta Gorda Police Department  
Punta Gorda, Florida

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

Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement

\_\_\_\_\_  
Signature of Sheriff Don Hunter  
Collier County Sheriff's Office  
Naples, Florida

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

Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement

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Signature of Sheriff Ronnie Lee  
Hendry County Sheriff's Office  
LaBelle, Florida

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

Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement

\_\_\_\_\_  
Signature of City Manager William Moss  
City of Naples O/B/O Naples Police Department  
Naples, Florida

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

\_\_\_\_\_  
Signature of Mayor Bill Barnett  
City of Naples O/B/O Naples Police Department  
Naples, Florida

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

Multi-Jurisdictional Traffic Task Force

Voluntary Cooperation Mutual Aid Agreement

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Signature of Sheriff Vernon L. Keen  
DeSoto County Sheriff's Office  
Arcadia, Florida

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

Multi-Jurisdictional Traffic Task Force  
Voluntary Cooperation Mutual Aid Agreement

\_\_\_\_\_  
Signature of City Manager Wendell Johnson  
City of Clewiston O/B/O Clewiston Police Department  
Clewiston, Florida

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

\_\_\_\_\_  
Signature of Mayor Mali Chamness  
City of Clewiston O/B/O Clewiston Police Department  
Clewiston, Florida

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