

10. **CONSENT AGENDA**

- r. Approval of a Memorandum of Understanding (MOU) and Mutual Aid Agreement (MOA) for Southwest Florida's Multi-Agency Gang Task Force between the City of Sanibel and numerous municipal, county, associate agencies, State and federal law enforcement entities and authorize the City Manager to execute same

## MEMORANDUM

DATE: 3/23/2010

TO: CITY MANAGER ZIMOMRA

FROM: CHIEF OF POLICE TOMLINSON

RE: MUTUAL AID AGREEMENT/SOUTHWEST  
FLORIDA MULTI-AGENCY GANG TASK FORCE

The Southwest Florida Area Multi-Agency Gang Task Force (MAGTF) is a multi-agency task force comprised of law enforcement agencies in Lee, Collier, Charlotte, DeSoto, Glades and Hendry Counties.

The purpose of MAGTF is to provide a cadre of trained law enforcement personnel to assist other agencies with gang problems and other disruptive groups that may affect their communities. MAGTF will be utilized on a part-time, as needed basis for special events, specific gang or disruptive group incidents, or related criminal investigations.

The Sanibel Police Department recommends participation in this task force. This will not require a full time person assigned to the task force, but will keep us informed of on-going activity of this type.

03-18-10

**Dear MAGTF Recipient,**

This form is to serve as your receipt and acknowledgement of the Multi-Agency Gang Task Force (MAGTF) Memorandum of Understanding (MOU) and accompanying documents via email. Your signature as head of agency or that of your designee acting on your behalf indicates that your agency will be a participant in the MAGTF for a period of five (5) years or until such point that you may wish to withdraw your commitment from MAGTF.

Please take some time to review this information. Should you wish to continue your commitment and contribution to combating criminal street gang activity within your community/region; or if you are an agency just coming on board with your commitment to MAGTF simply sign this acknowledgement form and return it to me.

You may mail it to: Collier County Sheriff's Office  
Attn. Sergeant Ron Byington  
3301 E. Tamiami Trail Bldg. J  
Naples, Fl. 34112

Or fax: Attn. Sergeant Ron Byington  
**239-530-5629**

Sincerely,

Sergeant Ron Byington  
Collier County Sheriff's Office  
Street Gang Unit  
230-793-9486  
[gangs@colliersheriff.net](mailto:gangs@colliersheriff.net)

**Receipt/Acknowledgement**

Name: \_\_\_\_\_ Rank: \_\_\_\_\_ Date: \_\_\_\_\_

Agency: \_\_\_\_\_

Signature: \_\_\_\_\_



# SHERIFF KEVIN J. RAMBOSK

Collier County Sheriff's Office

February 1, 2010

RE: Southwest Florida Multi-Agency Gang Task Force (MAGTF)

Dear Sir or Madam:

Please find attached the following documents pertaining to the Southwest Florida Multi-Agency Gang Task Force:

- Mutual Aid Agreement
- Memorandum of Understanding
- Executive Summary

Please review the documents and should they meet with your approval, execute each one and return the acknowledgement page to:

Sgt. Ron Byington  
Collier County Sheriff's Office  
3301 East Tamiami Trail Bldg. J  
Naples, FL 34112  
[gangs@colliersheriff.net](mailto:gangs@colliersheriff.net)  
Fax: 239-530-5629  
Office Phone: 239-793-9129

Please email, mail or fax the signed acknowledgement page. Also, please specify the contact name you designate to represent your Agency in MAGTF, along with the appropriate contact information for that representative.

Should you have any questions or concerns, please contact me. I look forward to renewing the commitments and contributions of all previous members and welcome those Agencies new in their commitment to the Southwest Florida MAGTF.

Sincerely,

  
Kevin J. Rambosk, Sheriff  
Collier County, Florida



# **SOUTHWEST FLORIDA MULTI-AGENCY GANG TASK FORCE**

## **SOUTHWEST FLORIDA AREA**

### **EXECUTIVE SUMMARY**

The Southwest Florida Area Multi-Agency Gang Task Force (MAGTF) is a multi-agency task force comprised of law enforcement agencies in Lee, Collier, Charlotte, DeSoto, Glades and Hendry Counties. It is a proven fact that gang members do not stay in a single jurisdiction, but are known to travel to other areas to commit their criminal activity. The purpose of MAGTF is to provide a cadre of trained law enforcement personnel to assist other agencies with gang problems and other disruptive groups that may affect their communities. MAGTF will be utilized on a part-time, as needed basis for special events, specific gang or disruptive group incidents, or related criminal investigations.

The second phase of MAGTF will be the sharing of information on gang members. Florida State Statute 874 articulates criteria that define gangs and gang members. The statute gives specific criteria that must be utilized to classify an individual as a gang member. To be most beneficial, this information must be shared in order to classify the individual and have criminal enhancement penalties enacted. Sharing this information amongst other agencies and prosecutors is critical to be able to track gang activity. MAGTF will input gang intelligence obtained during any activation into the FDLE maintained gang data

base InSite, which all agencies will utilize and be able to access to gather information on gangs and gang members.

MAGTF will be given cross-jurisdictional authority by Mutual Aid Agreement signed by participating agencies which will allow members of the task force to travel to other jurisdictions within the six (6) county areas and have law enforcement authority. MAGTF will be managed by a steering committee, which will have the authority to activate the task force upon request. A Memorandum of Understanding and Operational Policy have been adopted to define actions and policies.

MAGTF can also be utilized to deal with other disruptive groups with the propensity toward violence. This program will enable law enforcement in the Southwest Florida area to assist each other with a minimal cost to the agencies by sharing resources.

### **OPERATIONAL PROCEDURES**

The southwest Florida Multi-Agency Gang Task Force (MAGTF) will be comprised of law enforcement agencies from six counties in the Southwest Florida area. MAGTF will be coordinated through a Steering Committee that is comprised of representatives from member agencies. A sub-committee has been designated to assist the chairperson in determining activation. The following will be the procedures for the operation of the task force. All procedures outlined

below will comply with the Mutual Aid Agreement and the Memorandum of Understanding. The purpose of MAGTF is to provide a cadre of trained law enforcement personnel to assist other agencies with gang problems and other disruptive groups. The main purpose of MAGTF will be an intelligence gathering operation, with the ability to provide proactive enforcement against criminal street gang activity when deemed necessary. MAGTF may also assist in conducting criminal investigations if approved by the Steering Committee.

**MOBILIZATION PROCEDURES.** MAGTF is an Ad-Hoc Task Force deployed on the recommendation of the Steering Committee. MAGTF will be deployed under the provisions of a Mutual Aid Agreement for the six county areas which include Lee, Collier, Charlotte, Desoto, Glades and Hendry Counties. MAGTF will be utilized to assist member agencies in dealing with gang and other disruptive group activity and related criminal investigations. The Steering Committee will have a final authority in determining the activation of MAGTF.

Any participating agency can request activation of MAGTF by contacting the chairperson who will notify the sub-committee on activation. The requesting agency will provide the chairperson with a Request for Activation Form, which will detail the event and purpose of the activation (see Attachment #1). The sub-committee will then determine if activation is appropriate. An activation number

will be assigned and a file for each activation will be maintained. This will include Activation Request, Operation Plan, and After-Action Report.

MAGTF mobilization should be requested to deal with anticipated gang or disruptive group's activity and not to augment the requesting agency's work force due to personnel shortages.

**REQUESTING AGENCY RESPONSIBILITY.** To ensure a successful operation, detailed and accurate planning must be accomplished. The requesting agency will be responsible for all logistical planning for the activation of MAGTF. The requesting agency will be responsible for completing a MAGTF Operational Plan for each operation. It is desired that all requests for MAGTF activation be provided a minimum of 72 hours before activation. This would allow for notification and adequate planning for the event. However, this will be flexible depending upon the situation.

**COMMAND AND CONTROL.** During MAGTF operations, the requesting agency will designate an officer or supervisor to assume the role of Operation Commander. The Operational Commander will work with the designated MAGTF Commander during the operation. Operation Commander will be responsible for the overall supervision of the operation.

**COMMUNICATIONS.** The requesting agency will be responsible for providing radio communications for MAGTF operations. Cellular

communication will be provided by each agency and will also be utilized. A fax and pager networking system will be developed to assist in communication and call outs.

**DRESS CODE.** All participants in a MAGTF operation must maintain a professional image during deployment. The appropriate dress and equipment will be determined during the planning phase of the operation and will be included in the Activation Plan. MAGTF Steering Committee will design an appropriate uniform type shirt for use during deployment.

**CASE REPORTING.** The requesting agency will be responsible for documenting the activity that occurs during the activation of MAGTF. However, each participating agency must abide by their agency policies regarding documentation. This would particularly apply during use-of force situations. The requesting agency will designate an Administrative liaison Officer. This officer will be responsible for assisting with all paperwork and any follow-up investigation.

**GANG INFORMATION CARDS.** The requesting agency will be responsible for providing a uniform Gang Information Card to be utilized during all events.

**COMPLAINT PROCEDURES.** If an officer participating in a MAGTF event receives a complaint from a citizen regarding a member of MAGTF, the complainant should be directed to the Operational Commander. The Operational

Commander should assess the complaint and then refer the complainant to the appropriate agency as outlined in the Memorandum of Understanding.

**USE OF FORCE OR INJURY.** If an officer, while participating in a MAGTF operation, finds it necessary to use force to affect an arrest, the involved officer must immediately notify the Operational Commander. The involved officer will then follow his or her agency policies. The operational Commander will oversee any investigation according to the requesting agency policy.

**MEDIA RELATIONS.** All press releases or media contact will be handled by the Steering Committee for formal press releases. However, during a MAGTF operation, media contact will be handled by the requesting agency. Any member of MAGTF that is contacted by the media should refer them to the requesting agency Operational Commander.

**AFTER-ACTION REPORT.** The requesting agency will be responsible for completing an After-Action Report. This Report will contain statistical information, i.e., arrest, Gang Information Cards completed, and other data regarding the event. This document will also serve as a critique for future event planning. Copies of these documents will be forwarded to all participating agencies and a copy will be maintained by the Steering Committee in the case file developed for the requested activation.

## MEMBER AGENCIES

### SHERIFF'S OFFICES

Charlotte County Sheriff's Office  
Collier County Sheriff's Office  
DeSoto County Sheriff's Office  
Hendry County Sheriff's Office  
Glades County Sheriff's Office  
Lee County Sheriff's Office

### POLICE DEPARTMENTS

Cape Coral Police Department  
Fort Myers Police Department  
Marco Island Police Department  
Naples Police and Emergency Services  
Punta Gorda Police Department  
Sanibel Police Department

### STATE AGENCIES

Florida Highway Patrol  
Florida Department of Law Enforcement  
Florida Department of Corrections  
Department of Juvenile Justice  
Division of Alcoholic Beverages and Tobacco

### ASSOCIATE AGENCIES

Florida Gulf Coast University Police  
Port Authority Police

### FEDERAL AGENCIES

Bureau of Alcohol, Tobacco and Firearms  
Drug Enforcement Administration  
Federal Bureau of Investigations  
Immigration Customs Enforcement

PROSECUTORS / STATE ATTORNEYS

United States Attorney-Middle District  
Twentieth Judicial Circuit

**SOUTHWEST FLORIDA MAGFT STEERING COMMITTEE  
AND SUB-COMMITTEE MEMBERS**

CHAIRMAN:

3 PERSON ELECTED COMMITTEE:

2 PERSON ALTERNATE:

AUTOMATION SUB-COMMITTEE:

PROCEDURES SUB-COMMITTEE:

SUB-COMMITTEE FOR UNIFORM SHIRTS / CELLULAR PHONE:

## **MEMORANDUM OF UNDERSTANDING**

### **SOUTHWEST FLORIDA MULTI-AGENCY GANG TASK FORCE**

#### **PURPOSE AND INTENT**

The purpose and intent of the Memorandum of Understanding is to provide for the duties and responsibilities of the law enforcement agencies named herein in the event the Mutual Aid Agreement for the Southwest Florida Multi-Agency Gang Task Force (MAGTF) on gang and disruptive group related activity and gang and disruptive group related crime is activated. This Memorandum will further provide for an orderly and equitable plan for the distribution of assets seized during the course of any MAGTF activation and to provide for the disbursement of any funds.

#### **PARTIES**

This understanding is made between the following:

Bureau of Alcohol, Tobacco and Firearms  
Cape Coral Police Department  
Charlotte County Sheriff's Office  
Collier County Sheriff's Office  
DeSoto County Sheriff's Office  
Drug Enforcement Administration  
Federal Bureau of Investigations  
Florida Department of Juvenile Justice  
Florida Division of Alcoholic Beverages and Tobacco  
Florida Department of Corrections  
Florida Department of Law Enforcement  
Florida Gulf Coast University Police  
Florida Highway Patrol  
Fort Myers Police Department  
Glades County Sheriff's Department  
Hendry County Sheriff's Department

Immigration Customs Enforcement  
Lee County Sheriff's Office  
Marco Island Police Department  
Naples Police Department  
Port Authority Police  
Punta Gorda Police Department  
Sanibel Police Department  
State Attorney—Twentieth Judicial Circuit  
United States Attorney—Middle District of Florida

**PROVISIONS FOR VOLUNTARY COOPERATION**

Each of the aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with gang and disruptive group activity, and gang and disruptive group related crime.

**PROVISIONS FOR OPERATIONAL ASSISTANCE**

Each of the aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to, civil disturbances, large protest demonstrations, concerts and parades related to gang and disruptive group activity and gang and disruptive group related crime. Each agency shall have a representative assigned to the Multi-Agency Gang Task Force (MAGTF). The Steering Committee will develop operational policies and procedures. Upon approval by the participating representatives, other agencies may be included in MAGTF activity.

### **PROCEDURE FOR REQUESTING ASSISTANCE**

A participating agency can request the activation of MAGTF by contacting the Chairperson of the Steering Committee, who will notify the sub-committee on activation. The Steering Committee Chairperson will then inform the requesting agency of the resources available. The requesting agency will then arrange with each assisting agency representative for the deployment of resources. Decisions of the assisting agency head regarding the supply of resources are final.

### **COMMAND AND SUPERVISORY RESPONSIBILITY**

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the resources available. The requesting agency will then arrange with each assisting agency representative for the deployment of resources. Decisions of the assisting agency head regarding the supply of resources are final.

**CONFLICTS.** Whenever an officer, deputy sheriff or other appointee is rendering assistance pursuant to this Agreement, the officer, deputy sheriff or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his or her own employer. IF any such rule, regulation, personnel policy, general order or standard operating procedure is

Contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order and notification of said conflict should be made to the requesting agency. An officer, deputy sheriff or other appointee of an assisting agency shall not knowingly violate the requesting agencies rules, regulations, policy or operating procedures.

**HANDLING COMPLAINTS.** Whenever there is a cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the agency head or his or her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard to agency affiliation.

If it is determined that the accused is an employee of an assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his or her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any

factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies and procedures.

### **LIABILITY**

Each party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28, F.S., where applicable.

### **POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

- a. Employees of the participating agencies, when actually engaging in a mutual cooperation and assistance outside of the jurisdictional limits of their employer but inside this State under the terms of the Agreement, shall, pursuant to the provisions of Section 23.127(1), F.S., have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision or jurisdictional territory in which normally employed. The cross-jurisdictional authority will occur only when MAGTF is activated by the Steering Committee and will be applicable only in the jurisdiction of the requesting agency.
- b. Each party agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other party to the Agreement as set forth above; provided, however, that no party shall be required to

unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

- c. A political subdivision 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.
- d. The agency furnishing aid pursuant to this Agreement shall compensate its appointees or employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.
- e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pensions, insurance, relief, disability, workers' compensations, salary, 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 apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties, extraterritorially under the provisions of this Memorandum of Understanding. The provisions of this section shall apply with equal effect to paid, volunteer, auxiliary, and reserve employees.

- f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriates 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

### **INSURANCE**

Each party, by signing this Memorandum of Understanding, certifies that they are adequately insured to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

### **EFFECTIVE DATE**

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force for five years, unless terminated prior there to by the participating agencies. Any agency may withdraw in writing from the Agreement at any time.

### **CANCELLATION**

This Agreement may be canceled by any party upon delivery or written notice to the other party or parties. Cancellation will be at the discretion of any subscribing party

**MODIFICATIONS**

Any changes to this Memorandum must be agreed upon by all agencies involved in this operation.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Cape Coral Police Department  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
the Honorable \_\_\_\_\_  
Mayor of Cape Coral  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Sanibel Police Department  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
the Honorable \_\_\_\_\_  
Mayor of Sanibel  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Collier County Sheriff's Office  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Naples Police Department  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Florida Highway Patrol  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
The Honorable \_\_\_\_\_  
Mayor of Naples  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Charlotte County Sheriff's Office  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Punta Gorda Police Department  
Date \_\_\_\_\_

## **MUTUAL AID AGREEMENT**

### **SOUTHWEST FLORIDA MULTI-AGENCY GANG TASK FORCE**

WHEREAS, the subscribed law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

1. Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
2. Intensive situations, including, but not limited to, emergencies as defined under Section 252.34, F.S.; and,

WHEREAS, it is the intent of this Agreement that because of the existing and continuing possibility of intensive situations and other law enforcement emergencies and in order to ensure that the preparation of law enforcement will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people; and,

WHEREAS, the following agencies have the authority under Section 23.12, F.S., et seq., The Florida Mutual Aid Act, to enter into a combined Mutual Aid Agreement for law enforcement service which:

1. Permits voluntary cooperation and assistance of a routine law

Enforcement nature across jurisdictional lines; and,

2. Provides for rendering of assistance in a law enforcement emergency

Including, but not limited to, those defined in Section 252.34, F.S.

Participating agencies are as follows:

Bureau of Alcohol, Tobacco and Firearms  
Cape Coral Police Department  
Charlotte County Sheriff's Office  
Collier County Sheriff's Office  
DeSoto County Sheriff's Office  
Drug Enforcement Administration  
Federal Bureau of Investigations  
Florida Department of Juvenile Justice  
Florida Department of Corrections  
Florida Department of Law Enforcement  
Florida Division of Alcoholic Beverages and Tobacco  
Florida Gulf Coast University Police  
Florida Highway Patrol  
Fort Myers Police Department  
Glades County Sheriff's Department  
Hendry County Sheriff's Department  
Lee County Port Authority Police  
Lee County Sheriff's Office  
Marco Island Police Department  
Naples Police and Emergency Services  
Punta Gorda Police Department  
Sanibel Police Department  
State Attorney – Twentieth Judicial Circuit  
United States Attorney – Middle District of Florida

Upon approval of the Steering Committee, which is comprised of 5 members from participating agencies (3 fulltime, 2 alternates) and elected by the representatives of all agencies on to the committee.

Now, therefore, the parties agree as follows:

### **PROVISIONS FOR VOLUNTARY COOPERATION**

Each of the aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to, civil disturbances, large protest demonstrations, concerts and parades related to gang and disruptive group activity and gang and disruptive group related crime.

Each agency shall have a representative assigned to the Multi-Agency Gang Task Force (MAGTF). The Steering Committee will develop operational policies and procedures. Upon unanimous approval of the Steering Committee, other agencies may be included in MAGTF activity.

### **PROCEDURE FOR REQUESTING ASSISTANCE**

A participating agency can request the activation of MAGTF by contacting the Chairperson of the Steering Committee, who will notify the sub-committee on activation. The Steering Committee Chairperson will then inform the requesting agency of the resources available. The requesting agency will then arrange with each assisting agency representative for the deployment of

resources. Decisions of the assistant agency head regarding the supply of resources are final.

### **COMMAND AND SUPERVISORY RESPONSIBILITY**

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his or her designee of the agency requesting assistance.

**CONFLICTS.** Whenever an officer, deputy sheriff or other appointee is rendering assistance pursuant to this Agreement, the officer, deputy sheriff or appointee shall abide by and be subject to the rule and regulations, personnel policies, general orders and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order, and notification of said conflict should be made to the requesting agency. An officer, deputy sheriff or other appointee of an assisting agency shall not knowingly violate the requesting agency's rules, regulations, policy or operating procedures.

HANDLING COMPLAINTS. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the agency head or his or her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. Address where the complaining party can be contacted
3. The specific allegation.
4. The identity of the employee accused without regard to agency affiliation.

If it is determined that the accused is an employee of an assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his or her designee of the assisting agency for administrative review. The requesting agency may contact a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies and procedures.

Supervision of the personnel assigned to this investigation shall be the mutual responsibility of the participating agencies. Responsibility for the conduct of individual members will be with the respective agency head or his/her designated supervisor.

Operational strategies will be mutually addressed and resolved by the assigned supervisors. The Steering Committee will meet once every 6 weeks. The assigned supervisors agree to meet upon activation of MAGTF to discuss and implement investigative strategies and resolve any problems which may arise.

The representative from the requesting agency will be the administrative supervisor of any activation and, as such, will be responsible for coordinating the MAGTF response.

### **INVESTIGATIVE REPORTS**

Each agency shall be responsible for documenting information into appropriate investigative reports. The parties may agree to delegate to specific personnel the primary responsibility of documenting information gathered from interviews, debriefings, surveillances, undercover activities or any other investigative activities. All participating agencies agree to make all of their investigative reports relating to this investigation accessible to the other participating agencies. Data to be submitted for entry in a centralized data base will be submitted on a standardized form created by the Steering Committee or one of its sub committees.

### **CONFIDENTIAL INFORMANTS OR SOURCES**

The day-to-day control and supervision of any confidential informant or source shall be under the individual agent or officer recruiting said informant or source. However, there shall be a shared responsibility for the overall management

of any confidential informant or source which shall be consistent with the goals and objectives of the Mutual Aid Agreement.

### **SEIZED PROPERTY**

In the event that any property or cash is seized as a result of investigative activities governed by this Memorandum, the parties agree to ensure the equitable distribution of forfeited property, cash or proceeds from the sale of forfeited property. The forfeiture and distribution of such property shall be pursuant to Section 932.701-932.704, F.S. Forfeited property or proceeds shall be distributed to the appropriate law enforcement agency or agencies that participate directly and substantially in any of the acts which led to the seizure or forfeiture of such property or cash. It is agreed that the percentage of any proceeds from forfeited property or the value of property retained by an agency shall be commensurate with the participation of that agency in the activity which resulted in the seizure, unless otherwise agreed to by the participating agencies. The agencies in whose jurisdiction the seizure occurred will be responsible for the prosecution of the forfeiture unless other mutually agreeable arrangements are made. Any agency which provides for court costs or costs for maintaining seized property shall be reimbursed out of any proceeds from the sale of seized property prior to the distribution of proceeds. The Steering Committee or sub-committee therefore shall be responsible for determining the degree of participating and the percentage of the forfeiture to be received by the agencies participation in the seizure.

## **EQUIPMENT**

The requesting agency is responsible for providing adequate communications equipment to the assisting agency. Each party agrees to furnish necessary personnel, equipment, resources and facilities, and to render services to each other party to the Agreement as set forth above; provided however, that no party shall be required to unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid. A political subdivision 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.

## **LIABILITY**

Each party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omission, or conduct of such party's own employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28, F.S., where applicable.

## **POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

- a. Employees of the participating agencies, when actually engaging in a mutual cooperation and assistance outside the jurisdictional limits of their

employer but inside this State under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127(1), F.S., have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision or jurisdictional territory in which normally employed. The cross-jurisdictional authority will occur only when MAGTF is activated by the Steering Committee and will be applicable only within the context of specific operation for which MAGTF was activated.

b. Each party agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other party to the Agreement as set forth above; provided, however, that no party shall be required to unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

c. A political subdivision 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.

d. The agency furnishing aid pursuant to this Agreement shall compensate its appointees or employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee or an agency when performing the employee's duties within territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties, extraterritorially under the provisions of this Mutual Aid Agreement,

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

g. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

h.

### **INSURANCE**

Each party, by signing this Mutual Aid Agreement, certifies that they are adequately insured to cover the risk to which that party may be exposed.

Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

**EFFECTIVE DATE**

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force for five years unless terminated prior thereto by the participating agencies. Any agency may withdraw in writing from this Agreement at any time.

**CANCELLATION**

This Agreement may be canceled by any party upon delivery of written notice to the other party or parties. Cancellation will be at the discretion of any subscribing party.

**MODIFICATIONS**

Any changes to this Agreement must be agreed upon by all agencies involved in this operation.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Lee Co. Sheriff's Office  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Fort Myers Police Dept.  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Florida Dept. of Law Enforcement  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
The Honorable \_\_\_\_\_  
Mayor of Fort Myers  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Cape Coral Police Department  
Date \_\_\_\_\_

Name \_\_\_\_\_  
The Honorable \_\_\_\_\_  
Mayor of Cape Coral  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Sanibel Police Department  
Date \_\_\_\_\_

Name \_\_\_\_\_  
The Honorable \_\_\_\_\_  
Mayor of Sanibel  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Collier County Sheriff's Office  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Naples Police and Emergency  
Services  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Florida Highway Patrol  
Date \_\_\_\_\_

Name \_\_\_\_\_  
The Honorable \_\_\_\_\_  
Mayor of Naples  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Charlotte County Sheriff's Office  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Punta Gorda Police Department  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Hendry County Sheriff's Office  
Date \_\_\_\_\_

Name \_\_\_\_\_  
The Honorable \_\_\_\_\_  
Mayor of Fort Myers  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Glades County Sheriff's Office  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
DeSoto County Sheriff's Office  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Florida Department of Juvenile Justice  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
FL. Div. Alcohol Bev. Firearm  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Drug Enforcement Administration  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Florida Bureau A T F  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Twentieth Judicial Circuit  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
US Attorney Middle Dist. FL.  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Florida Dept. of Corrections  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Immigration Cust. Enforcement  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Marco Island City Manager  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Federal Bureau Investigations  
Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_

Title \_\_\_\_\_

Florida Gulf Coast University Police

Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_

Title \_\_\_\_\_

Lee County Port Authority Police

Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Hendry County Sheriff's Office  
Date \_\_\_\_\_

Name \_\_\_\_\_  
The Honorable \_\_\_\_\_  
Mayor of Fort Myers  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Lee Co. Sheriff's Office  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Fort Myers Police Dept.  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Florida Dept. of Law Enforcement  
Date \_\_\_\_\_

Name \_\_\_\_\_  
The Honorable \_\_\_\_\_  
Mayor of Fort Myers  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Glades County Sheriff's Office  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
DeSoto County Sheriff's Office  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Department of Juvenile Justice  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Div. Alcoholic Bev. & Firearm  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Drug Enforcement Administration  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Bureau A T F  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Twentieth Judicial Circuit  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
US Attorney Middle Dist. FL.  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Florida Dept. of Corrections  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Immigration Cust. Enforcement  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Marco Island City Manager  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Florida Gulf Coast University Police  
Date \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Federal Bureau of Investigations

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Port Authority Police