



Lake Wales Police Department

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Memorandum

To: Honorable Mayor and City Commission
From: Chris Velasquez, Chief of Police *cv*
Via: Kenneth Fields, City Manager
Date: May 13, 2015
Subject: Law Enforcement Mutual Aid Agreement
Synopsis: The City Commission will consider approving the Tampa Bay Multi-Agency Gang Task Force Mutual Aid Agreement and Memorandum of Understanding.

RECOMMENDATION

Staff recommends the City Commission authorize the Mayor to execute the Mutual Aid Agreement and Memorandum of Understanding between the Lake Wales Police Department and the Tampa Bay Multi-Agency Gang Task Force.

BACKGROUND

A multi-jurisdictional response to unlawful activity is a vital part of the justice system because of the increasing number of criminal activities that extend through more than one jurisdiction. Florida Statutes recognize the need for and authorizes mutual aid agreements between law enforcement agencies throughout the state. The Tampa Bay Multi Agency Gang Task Force (MAGTF) was formed approximately 20 years ago. The MAGTF has monthly intelligence meetings for law enforcement to discuss gang activity, trends and concerns. They also provide law enforcement support in dealing with, but not limited to, gang and disruptive group activity, and gang and disruptive group related crime.

These agreements define the responsibilities of each party with respect to the provision/receipt of mutual aid assistance. If executed, the proposed renewal agreement will expire on May 30, 2020 unless terminated sooner by written notice of either party.

OTHER OPTIONS

The Commission may choose not authorize the Mayor to execute this agreement.

FISCAL IMPACTS

None

ATTACHMENTS

Agreement Letter, Mutual Aid Agreement and Memorandum of Understanding between the Lake Wales Police Department and the Tampa Bay Multi Agency Gang Task Force

MUTUAL AID AGREEMENT
TAMPA BAY MULTI-AGENCY GANG TASK FORCE (MAGTF)
2015

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 specific law enforcement issues addressed herein 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, some state and federal law enforcement agencies with broad criminal jurisdiction pursuant to Florida and Federal law may also work jointly with the task force contemplated herein, and are welcomed as task force participants; it is recognized that the Parties hereto can benefit by expanding their jurisdictional authority and available manpower resources through the use of a mutual aid agreement; and,

WHEREAS, the following agencies have the authority under Section 23.12 – 23.127 F.S., The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

1. Permits voluntary cooperation and operational 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:

Belleair Police Department
Clearwater Police Department
Gulfport Police Department
Haines City Police Department
Hillsborough County Sheriff's Office
Kenneth City Police Department
Lakeland Police Department
Lake Alfred Police Department
Lake Wales Police Department
Largo Police Department
Osceola County Sheriff's Office
Pasco County Sheriff's Office
Pinellas County Sheriff's Office
Pinellas Park Police Department
Plant City Police Department
Polk County Sheriff's Office
St. Petersburg Police Department
Sarasota Police Department
Sarasota Sheriff's Office
Tampa Police Department
Tarpon Springs Police Department
Temple Terrace Police Department
Treasure Island Police Department
University of South Florida Police Department

Winter Haven Police Department
Manatee County Sheriff's Office
Citrus County Sheriff's Office
Hernando County Sheriff's Office
Office of the State Attorney 13th Judicial Circuit
Office of the State Attorney 6th Judicial Circuit
Office of the State Attorney 10th Judicial Circuit
Dade City Police Department
Bartow Police Department
Bradenton Police Department
Palmetto Police Department
Bradenton Beach Police Department
Kissimmee Police Department
Sumter County Sheriff's Office
Zephyrhills Police Department
Davenport Police Department
New Port Richey Police Department

Upon approval of the steering committee which is composed of a representative from each participating agency, other agencies may be included in MAGTF activities. Now, therefore, the above listed parties agree as follows:

SECTION I: 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.

SECTION II: 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 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 on the Multi-Agency Gang Task Force (MAGTF) steering committee. The steering committee will develop operational policies and procedures, when necessary. Upon approval of the steering committee other agencies may be included in MAGTF activity.

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 designated supervisor.

Operational strategies will be mutually addressed and resolved by the assigned supervisors. If necessary, the steering committee will meet once a month. The assigned supervisors agree to meet upon activation of the 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.

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.

SECTION III: PROCEDURES FOR REQUESTING ASSISTANCE

A participating agency can request the activation of the MAGTF by contacting the Chairperson of the steering committee, or his/her designee, who will notify one other member of the steering committee, other than a representative of the requesting agency. 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.

SECTION IV: 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 or his or her designee. Such supervising officer shall be under the operational supervision 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 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 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. 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.

SECTION V: 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.

SECTION VI: 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 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 the MAGTF is activated by the steering committee chairperson, or

his/her designee, and will be applicable only in the jurisdiction of the requesting agency and outside that jurisdiction, if necessary, as part of the specific MAGTF activation if the operation must enter another MAGTF party's jurisdiction(s); provided officers with jurisdiction independent of the agreement are also present.

b. The requesting agency is responsible for providing adequate communication 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 deplete unreasonably 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, worker's compensation, 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 Mutual Aid Agreement. 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 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.

SECTION VII: INSURANCE

Each party, by signing this mutual aid agreement, certifies that they are adequately insured or self 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.

SECTION VIII: COPIES AND EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials for each such party as the party signs and shall continue in full force for five years until May 30th 2020, unless terminated prior thereto by the participating agencies.

Any agency may withdraw in writing from the agreement at any time.

Copies of this agreement shall have the force and effect of the original agreement. Separate signature pages for the parties may be added to the agreement for purposes of documentary execution and approval by parties.

SECTION IX: 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.

MEMORANDUM OF UNDERSTANDING
TAMPA BAY MULTI-AGENCY GANG TASK FORCE (MAGTF)
2015

PURPOSE AND INTENT

The purpose and intent of this MEMORANDUM of UNDERSTANDING (“MOU”) is to provide for an orderly and equitable plan for the distribution of assets forfeited as a result of any MAGTF activation, and to provide for the disbursement of any such assets or funds.

PARTIES

This understanding is made between the following:

Belleair Police Department
Clearwater Police Department
Gulfport Police Department
Haines City Police Department
Hillsborough County Sheriff’s Office
Kenneth City Police Department
Lakeland Police Department
Lake Alfred Police Department
Lake Wales Police Department
Largo Police Department
Pasco County Sheriff’s Office
Pinellas County Sheriff’s Office
Pinellas Park Police Department
Plant City Police Department
Polk County Sheriff
St. Petersburg Police Department
Sarasota Police Department
Sarasota County Sheriff’s Office
Tampa Police Department
Tarpon Springs Police Department
Temple Terrace Police Department
Treasure Island Police Department

University of South Florida Police Department

Winter Haven Police Department
Manatee County Sheriff's Office
Citrus County Sheriff's Office
Hernando County Sheriff's Office
Office of the State Attorney 13th Judicial Circuit
Office of the State Attorney 6th Judicial Circuit
Office of the State Attorney 10th Judicial Circuit
Dade City Police Department
Bartow Police Department
Bradenton Police Department
Palmetto Police Department
Bradenton Beach Police Department
Kissimmee Police Department
Sumter County Sheriff's Office
Zephyrhills Police Department
Davenport Police Department
New Port Richey Police Department

Upon approval of a majority of the steering committee, which is composed of a representative from each agency, other agencies are welcome to participate in MAGTF activities. If other non-party agencies significantly participate in specific MAGTF activities that result in forfeitures, they shall be treated the same as a Party for purposes equitable sharing in those particular forfeitures.

Now, therefore, the parties agree as follows:

SEIZED PROPERTY

In the event that any property or cash is seized and forfeited 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, Florida Statutes or other state or federal forfeiture provisions that may be applicable. Forfeited property or proceeds shall be distributed to the appropriate

law enforcement agency or agencies that participated 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 subcommittee thereof shall be responsible for determining the degree of participation and the percentage of the forfeiture to be received by the agencies participating in the seizure.

COPIES AND EFFECTIVE DATE

This MOU shall take effect upon execution and approval by the authorized official for each agency participant, as the party signs and shall continue in full force for five years until May 30, 2020, unless terminated prior thereto by the participating agency(ies). Any agency may withdraw in writing from the MOU at any time.

Copies of this MOU shall have the force and effect of the original MOU. Separate signature pages for the parties may be added to the MOU for purposes of documentary execution and approval by parties.

CANCELLATION

This MOU 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 MOU must be agreed upon by all agencies involved in this operation.

**Party's Acceptance of the Tampa Bay Mutual Aid Gang Task Force (MAGTF) 2015
Combined Voluntary Cooperation / Operational Assistance Mutual Aid Agreement**

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency, who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file with the FDLE Mutual Aid Office along with this signature page. Each Party's executed signature page will be added to, and become a part of, the MAGTF Mutual Aid Agreement (MAA) to signify Party acceptance of the MAA.

Sheriff, Chief, or Executive Officer

Eugene Fultz, Mayor – City of Lake Wales
Print or Type Name and Agency

Date: _____

**Party's Acceptance of the Tampa Bay Mutual Aid Gang Task Force (MAGTF) 2015
Memorandum of Understanding (MOU) RE: Forfeitures**

This MOU may be entered into by a chief executive officer of the agency, who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to document authorization along with this signature page. Each Party's executed signature page will be added to, and become a part of, the MOU to signify acceptance of the MOU.

Sheriff, Chief, or Executive Officer

Eugene Fultz, Mayor – City of Lake Wales
Print or Type Name and Agency

Date: _____

Multi Agency Gang Task Force

C/O State Attorney's Office

419. N. Pierce Street

Tampa, Fl 33602

813-274-1738 (Office)

813-781-4074 (Cell)

813-274-1480 (Fax)

Bieniek_d@sao13th.com

To:

The Multi Agency Gang Task Force was formed approximately 20 years ago. Every 5 years we sign new agreements. The MAGTF has monthly intelligence meetings discussing gangs and trends. We also have conducted numerous call outs assisting agencies with gang related issues. Again it is time for new agreements.

Enclosed you will find the 2015 to 2020 Multi Agency Gang Task Force Mutual Aid Agreements and Memorandum of Understanding.

Constitutional Office holders, such as the Sheriff, or the State Attorney, or the head of the Agency may sign the agreement. If your Department's Chief of Police has budgetary control of the Department, Chief may sign the document.

Some Cities and towns need approval from their City Council and some may need resolutions passed. Please contact your legal advisors to ascertain the proper procedure.

Should the procedural requirements of your jurisdiction necessitate changes to the signature page of this agreement, please feel free to make the appropriate changes.

Please send signed copies of both signature pages of the agreements to the above address to the attention of Doug Bieniek or scan and email them. A master agreement will be filed with the Florida Department of Law Enforcement.

Sincerely,

D.J. Bieniek