

**2024-2027 MEMORANDUM OF UNDERSTANDING
FOR THE MID-FLORIDA SWAT TEAM TASK FORCE**

**CLERMONT POLICE DEPARTMENT
EUSTIS POLICE DEPARTMENT
GROVELAND POLICE DEPARTMENT
LEESBURG POLICE DEPARTMENT
MOUNT DORA POLICE DEPARTMENT**

WHEREAS, the City of Clermont, the City of Eustis, the City of Groveland, the City of Leesburg, and the City of Mount Dora, have entered into a duly signed Municipal Inter-Local Voluntary Cooperation Mutual Aid Agreement (hereafter, "Mutual Aid Agreement") which is in effect until December 31, 2027.

WHEREAS, "Section II, Provisions for Voluntary Cooperation" in said Mutual Aid Agreement allows agencies within the Mutual Aid Agreement to enter into Inter-Agency task forces including Special Weapons and Tactics Teams (hereafter "SWAT Team").

WHEREAS, the Clermont Police Department, the Eustis Police Department, the Groveland Police Department, the Leesburg Police Department, and the Mount Dora Police Department believe that the continued use of one larger Inter-Agency SWAT team will allow for the most economical and efficient use of their respective SWAT team resources.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The MID-FLORIDA SWAT team is a multi-agency unit, organized and formulated to work together to respond to calls needing the specialized services of a SWAT team.
- B. The parties incorporate the Municipal Inter-Local Voluntary Cooperation Mutual Aid Agreement in effect from 2024-2027 in its entirety, and this Agreement shall be deemed the formalization of a SWAT Task Force contemplated in Section II of that agreement.
- C. The Chief of Police, or his/her designee, from each participating agency will act as a member of the Board of Directors for MID-FLORIDA SWAT (Board of Directors). The Board of Directors will develop command structures, develop protocols, and ensure members are trained in compliance within professional standards.
- D. Each participating agency shall designate a representative that has the authority to request or render SWAT team assistance on behalf of their agency.
- E. When services are requested, each designated representative will evaluate the request for services and his/her available resources, and respond in a manner he/she deems appropriate.
- F. The Chief, or their designee, of the jurisdiction where the SWAT activity is located will act as the High-Risk Incident Commander (HRIC) for events occurring within their jurisdiction.

- G. Whenever a team member is rendering assistance under this MOU, the team member shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employing agency. If at any time, any 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 MID-FLORIDA SWAT then such rule, regulation, policy, general order or procedure of the employing agency shall control and shall supersede the direct order of the superior officer of MID-FLORIDA SWAT.
- H. If a complaint has been lodged against any member of the MID-FLORIDA SWAT team, that complaint will be forwarded to the Chief of Police (or his/her designee) of the member's employing agency to be handled pursuant to the policy and procedures of the employing agency.
- I. While present outside the MID-FLORIDA SWAT member's jurisdiction by request of another agency, MID-FLORIDA SWAT members may detain, search, and arrest individuals during their MID-FLORIDA SWAT assignment as if they were inside their own jurisdiction. If any crime occurs in the MID-FLORIDA SWAT member's presence while executing their duties pursuant to this MOU, said MID-FLORIDA SWAT member is empowered to render law enforcement assistance.
- J. Each participating agency engaging in any assistance pursuant to this MOU understands that the provisions of the current Municipal Inter-Local Voluntary Cooperation Mutual Aid Agreement apply, including but not limited to: Section IV: Powers, Privileges, Immunities, and Costs, Section V. Indemnification, and Section VI. Insurance Provisions. Specifically, each agency will be responsible for the acts, omissions or ~~conduct of its own employees;~~ damage or loss of their own equipment; and will defend their own agency employees in any suit or claim arising in reference to their agency employee(s). Each agency will hold harmless, defend, and indemnify the other participating agencies and employees to the extent permitted by law. Nothing in this agreement shall be deemed a waiver of any party's sovereign immunity.
- K. MID-FLORIDA SWAT members of each participating agency when engaging in assistance outside of their jurisdictional limits, under the terms of this MOU, shall, pursuant to provisions of state statute have the same powers, duties, rights, privileges and immunities as if the MID-FLORIDA SWAT member was performing duties inside the member's political subdivision in which normally employed.
- L. This MOU will be in effect from January 1, 2024 – December 31, 2027. This agreement may be canceled by any party upon delivery of written notice to the other parties.

SIGNATURE PAGES TO FOLLOW

CITY OF CLERMONT POLICE DEPARTMENT

Chief Charles Broadway
Clermont Police Department
Dated:

Sign: _____

Print: _____
City Attorney

Dated:

Brian Bulhuis
City Manager
Dated:

CITY OF EUSTIS POLICE DEPARTMENT

Chief Craig Capri
Eustis Police Department
Dated:

Sign: _____

Print: _____
City Attorney

Dated:

Tom Carrino
City Manager
Dated:

CITY OF GROVELAND POLICE DEPARTMENT

Chief Shawn Ramsey
Groveland Police Department
Dated:

Sign: _____

Print: _____
City Attorney

Dated:

Michael Hein
City Manager
Dated:

CITY OF LEESBURG POLICE DEPARTMENT:

Chief Joseph Iozzi
Leesburg Police
Dated:

Sign: _____

Print: _____
City Attorney
Dated:

Al Minner
City Manager
Dated:

CITY OF MOUNT DORA POLICE DEPARTMENT

Chief Mike Gibson
Mount Dora Police Department
Dated:

Sign: _____

Print: _____
City Attorney
Dated:

Crissy Stile
Mayor
Date

