

RESOLUTION NO 2025 – 019

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE RENEWAL OF THE COLUMBIA COUNTY MULTI-JURISDICTIONAL TASK FORCE MUTUAL AID AGREEMENT BETWEEN THE COLUMBIA COUNTY SHERIFF’S OFFICE, CITY OF LAKE CITY POLICE DEPARTMENT, AND THE STATE OF FLORIDA DEPARTMENT OF LAW ENFORCEMENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY RENEWING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND TO SAID RENEWAL AGREEMENT; RECOGNIZING THE AUTHORITY OF THE CHIEF OF POLICE TO EXECUTE TO SAID RENEWAL AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID RENEWAL AGREEMENT; DIRECTING THE CHIEF OF POLICE TO EXECUTE SAID RENEWAL AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (the “City”) desires to renew the Multi-Jurisdictional Task Force Mutual Aid Agreement (the “Agreement”) with the Columbia County Sheriff’s Office, the City of Lake City Police Department, and the State of Florida Department of Law Enforcement (the “Agencies”); and

WHEREAS, the City and the Agencies mutually desire to renew the Agreement; and

WHEREAS, the City and the 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 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 intensive situations, including but not limited to, emergencies as defined under Section 252.34, Florida Statutes; and

WHEREAS, the City and the Agencies have the authority under Section 23.12, Florida Statutes, et seq, The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and provides for the rendering of assistance in law enforcement emergencies as defined in Section 252.34, Florida Statutes; and

WHEREAS, the City Council finds renewing the Agreement is in the public or community interest and for public welfare pursuant to and in accordance with the terms and conditions of the Agreement in the form of the Exhibit attached hereto; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Renewing the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be

and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
4. The Chief of Police of the City of Lake City is authorized and directed to execute the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of February, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney



COLUMBIA COUNTY SHERIFFS OFFICE

4917 US Hwy. 90 East Lake City, Florida 32055-6288
www.columbiasheriff.org



January 9, 2025

Chief Gerald Butler
Lake City Police Department

Keith Wilmer
Assistant Special Agent in Charge
FDLE

Re: 2025 Columbia County Multi-Jurisdictional Task Force Agreement

Attached to this email is the Columbia County Multi-Jurisdictional Task Force Agreement for your review and appropriate signatures. The Columbia County Sheriff's Office will continue to abide by the terms set forth in the 2021 Mutual Aid Agreement until execution of the attached agreement.

If you have any questions or concerns, please do not hesitate to call me.

Sincerely,

Wallace F. Kitchings
Sheriff

**EXHIBIT TO
RESOLUTION**

**NOT FOR
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COLUMBIA COUNTY MULTI-JURISDICTIONAL TASK FORCE
AGREEMENT 2025

THIS AGREEMENT is entered into by and between the Columbia County Sheriff, the Lake City Police Department and the Florida Department of Law Enforcement and shall take effect upon the date of the signature of the last party to sign the agreement.

WITNESSETH:

WHEREAS, there exists a major law enforcement problem relating to narcotics activity in Columbia County, Florida, and each of the parties to this agreement recognizes the need for the establishment and operation of a Multi-Jurisdictional Task Force (hereinafter MJTF) to effectively deter narcotics activity in Columbia County; and

WHEREAS, narcotics offenses occur throughout Columbia County without regard to jurisdictional boundaries; and

WHEREAS, effective law enforcement investigation, apprehension and ultimately successful prosecution of narcotics cases will be greatly enhanced by a joint cooperative effort specifically targeting narcotics and associated violations;

WHEREAS, each of the participating jurisdictions represented herein is authorized to perform each service contemplated for it herein:

NOW THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree to the following:

1.0 MJTF CONTINUATION, TERM AND PURPOSE

- 1.1 The countywide MJTF, composed of law enforcement shall be known as the Columbia County Multijurisdictional Task Force.
- 1.2 This agreement shall take effect on the date of the last party to sign the agreement and shall remain in effect through January 6, 2029, unless earlier terminated or modified as provided in this agreement.
- 1.3 The purpose of the MJTF shall be to formally structure and jointly coordinate selected law enforcement activities, resources and functions in order to disrupt illegal drug trafficking systems and to remove trafficking through a cooperative program of investigations, prosecution and asset forfeiture.
- 1.4 The MJTF adopts the following goals:
 - Continue to attack the demand and supply sides of narcotics trafficking; and

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- Continue enforcement efforts directed toward mid and upper level dealers.

1.5 The MJTF shall follow the management system for shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in the HIDTA initiative agreement.

1.6 The MJTF shall continue to implement operations, including each of the following:

- a. Development of Intelligence,
- b. Target Identification,
- c. Investigation,
- d. Arrest of Suspects,
- e. Successful prosecution of offenders and,
- f. Asset forfeiture/disposition.

1.7 The MJTF shall evaluate and report on MJTF performance to the MJTF Executive Board.

2.0 ORGANIZATION

2.1 The MJTF shall be organized as shown below and will meet when deemed necessary by agreement of the Executive Board.

2.2 The MJTF Executive Board shall be comprised of the Columbia County Sheriff, the Lake City Police Chief and a representative from the Florida Department of Law Enforcement. The Columbia County Sheriff shall serve as Chair of the Executive Board and the Lake City Police Chief shall serve as the Vice-Chair. The MJTF Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternates shall have the same rights as appointed members. Any action taken by the MJTF Executive Board under this agreement shall be based on a majority vote.

2.3 All law enforcement personnel assigned to the MJTF shall be directed in their MJTF duties by the MJTF Executive Board and supervised by the MJTF Commander. The MJTF Commander will be an employee of the Columbia County Sheriff's Office.

2.4 Each party agrees to furnish necessary equipment, resources and facilities and to render services to the MJTF; provided however, that no party shall be required to deplete unreasonably from its own equipment, resources, facilities and services in furnishing such service.

- 2.5 Any and all funds used by the MJTF shall be utilized in strict compliance with guidelines for such use as set by Florida Law and by any federal requirement related to grants received by the MJTF. All funds shall be maintained and accounted for by the agency that accepts and/or receives any monies. The MJTF Executive Board shall ensure that an audit of all operating funds utilized by the MJTF is completed annually.
- 2.6 Exhibit "A", attached hereto and incorporated herein by this reference, sets forth the personnel currently assigned to the MJTF by each participating agency. All personnel selected to be the MJTF must meet all necessary requirements set forth in accordance with applicable grant guidelines and must be of a high caliber, as such, once the list of personnel is approved by the MJTF Executive Board, any requested changes of MJTF personnel will be submitted thru the MJTF Commander for recommendation and forwarded to the MJTF Executive Board for final approval or disapproval.

3.0 ASSET FORFEITURE

- 3.1 The MJTF Commander shall manage the acquisition and disposition of assets seized or forfeited as a result of this agreement in compliance with all laws, regulations, MJTF procedures and HIDTA initiative directives.
- 3.2 Pursuant to the Florida Contraband Forfeiture Act (hereinafter FCFA) the MJTF shall seek an equitable distribution of all monetary proceeds in the following amounts so long as the personnel assignments reflected in "Exhibit A" remain unchanged. After compliance with the provisions of the FCFA the Columbia County Sheriff's Office shall be entitled to sixty percent (60%) of the net monetary proceeds of each seizure and the Lake City Police Department shall be entitled to forty percent (40%) of the net monetary proceeds of each seizure.
- 3.3 Should personnel assignments currently reflected in "Exhibit A" change the MJTF Executive Board may modify the percentages each agency is entitled to receive on either a case-by-case basis or a permanent basis.
- 3.4 Each agency shall be responsible for the depositing and processing of its respective proceeds in compliance with the FCFA. Nothing herein shall be construed as the parties' intentions to prevent reinvestment of proceeds in the MJTF for future lawful enforcement efforts.

4.0 ACQUISITION AND USE OF EQUIPMENT

- 4.1 In the event that any equipment is acquired with grant funds, the participating agencies agree that the MJTF will use the equipment only for specified law enforcement purposes for the term of the grant.

4.2 Upon termination of the MJTF, any equipment provided by participating agencies will be returned to that respective agency.

5.0 MODIFICATION

Participating agencies hereto reserve the right to amend this agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all the contributing agencies with the same formality as this agreement.

6.0 TERMINATION OF AGREEMENT

Notwithstanding any provisions of this agreement, any party may withdraw from the agreement as it pertains to them by providing written notice of such withdrawal to all other parties, specifying the effective date thereto at least sixty (60) days prior to such date. A withdrawing agency may take with it any equipment it has loaned or donated to the MJTF.

7.0 AUTHORITY OF SIGNATURES

Each signatory to this agreement who is not a constitutional officer shall submit to the approving authority of the Governing Board, a resolution of the governing body of the signatory's department authorizing their participation, signature to this agreement, as well as accepting the terms thereof.

8.0 HOLD HARMLESS

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents or employees to the fullest extent of the law. In the case of allegations, complaints or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims or loss or liability arising prior to the effective date of withdrawal.

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**NOT FOR
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IN WITNESS WHEREOF, the undersigned have executed this agreement on the date indicated.

Date: _____

EXHIBIT-NOT FOR EXECUTION

Wallace Kitchings
Sheriff of Columbia County

Date: _____

EXHIBIT-NOT FOR EXECUTION

Gerald Butler
Chief of Police

Date: _____

EXHIBIT-NOT FOR EXECUTION

Noah Walker
Mayor of Lake City

Date: _____

EXHIBIT-NOT FOR EXECUTION

Mark Glass
Commissioner, FDLE

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EXHIBIT "A"

Columbia County Multi-Jurisdictional Task Force
Personnel and Basic Equipment Assigned by Agency

Lake City Police Department

Sgt.	Cell Phone	LCPD
Corporal	Cell Phone	LCPD
Detective	Cell Phone	LCPD
Detective	Cell Phone	LCPD

Columbia County Sheriff's Office

Lt.	Cell Phone	
Sgt.	Cell Phone	CCSO
Detective	Cell Phone	CCSO/DEA
Detective	Cell Phone	CCSO
Detective	Cell Phone	CCSO
Detective	Cell Phone	CCSO
Detective	Cell Phone	CCSO

Florida Department of Law Enforcement

Agent	Cell Phone	FDLE
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