

CITY COUNCIL RESOLUTION NO. 2021-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE CITY, BY AND THROUGH ITS POLICE DEPARTMENT, TO ENTER INTO THE COLUMBIA COUNTY MULTI-JURISDICTIONAL TASK FORCE AGREEMENT 2021 WITH THE COLUMBIA COUNTY SHERIFF'S OFFICE AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there exists a law enforcement problem relating to narcotics activity in Columbia County, Florida, and the Lake City Police Department (hereinafter the "LCPD"), the Columbia County Sheriff's Office (hereinafter the "CCSO"), and Florida Department of Law Enforcement (hereinafter the "FDLE") recognize the need for the establishment and operation of a Task Force 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 violations; and

WHEREAS, the LCPD, CCSO and FDLE desire to enter into the attached Columbia County Multi-Jurisdictional Task Force Agreement 2021 (hereinafter the "Agreement"), incorporated herein by reference, to provide a mechanism for the effective investigation of narcotics activities originating or operating in Columbia County, Florida; and

WHEREAS, the City Council finds that the best interest of the City and its citizens are served by the Agreement pursuant to the terms and conditions of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and accurate and are hereby incorporated herein and made a part of this resolution.

Section 2. The Mayor and Chief of Police are authorized to execute the Agreement for and on behalf of the City.

Section 3. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 4. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of January 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**COLUMBIA COUNTY MULTI-JURISDICTIONAL TASK FORCE
AGREEMENT 2021**

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 7, 2025, 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
- 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-five percent (65%) of the net monetary proceeds of each seizure and the Lake City Police Department shall be entitled to thirty-five percent (35%) of the net monetary proceeds of each seizure.

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.

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.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the date indicated.

Date: _____

Mark A. Hunter
Sheriff of Columbia County

Date: _____

Argatha Gilmore
Chief of Police

Date: _____

Stephen M. Witt
Mayor of Lake City

Date: _____

Richard L. Swearingen
Commissioner, FDLE

EXHIBIT "A"

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

Lake City Police Department

Sgt.	Cell Phone	HIDTA
Officer	Cell Phone	HIDTA

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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