

**MEMORANDUM OF UNDERSTANDING**  
**TAMPA BAY MULTI-AGENCY GANG TASK FORCE (MAGTF)**  
**2020**

**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:

Bartow Police Department  
Belleair Police Department  
Bradenton Police Department  
Bradenton Beach Police Department  
Clearwater Police Department  
Citrus County Sheriff’s Office  
Dade City Police Department  
Davenport Police Department  
Gulfport Police Department  
Haines City Police Department  
Hernando County Sheriff’s Office  
Hillsborough County Sheriff’s Office  
Kenneth City Police Department  
Kissimmee Police Department  
Lakeland Police Department  
Lake Alfred Police Department  
Lake Wales Police Department  
Largo Police Department  
Manatee County Sheriff’s Office  
New Port Richey Police Department

Office of the State Attorney 6<sup>th</sup> Judicial Circuit  
Office of the State Attorney 10<sup>th</sup> Judicial Circuit  
Office of the State Attorney 13<sup>th</sup> Judicial Circuit  
Osceola County Sheriff's Office  
Palmetto Police Department  
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 County Sheriff's Office  
Sumter 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  
Zephyrhills 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, 2025, 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) 2020  
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.

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\_\_\_\_\_  
Sheriff, Chief, or Executive Officer

Daniel W. Slaughter, Clearwater Police Department  
Print or Type Name and Agency

Date: \_\_\_\_\_


Countersigned:

**CITY OF CLEARWATER,  
FLORIDA**

\_\_\_\_\_  
Frank Hibbard  
Mayor

By: \_\_\_\_\_  
William B. Horne II  
City Manager

Approved as to form:

  
\_\_\_\_\_  
Matt Smith  
Assistant City Attorney

Attest:

\_\_\_\_\_  
Rosemarie Call  
City Clerk