

**MULTI-AGENCY VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT
SPECIAL CASE RESPONSE AND MANAGEMENT TEAM**

WHEREAS, the below subscribed law enforcement agencies, the Parties to this mutual aid agreement, have joined together to create the SPECIAL CASE RESPONSE AND MANAGEMENT TEAM (hereinafter referred to as the "SCRAM TEAM") intended to disrupt and dismantle organized criminal groups and target individual career criminals who are engaging in a series of criminal violations with a specific pattern, affecting multi-jurisdictions; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the undersigned agencies acknowledge that they can make more efficient use of their respective powers and resources and thereby provide a higher quality of law enforcement services to the public through the coordination of members of the undersigned agencies in the SCRAM TEAM;

NOW THEREFORE, the Parties agree as follows:

Each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the Florida Department of Law Enforcement (FDLE) to implement with the jurisdiction and other limits as noted herein the SCRAM TEAM for the purposes and goals indicated.

Additional Parties may, at the request of a participating member, and with the approval of the other SCRAM TEAM member agencies, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any party may cancel its participation in this Agreement upon delivery of written notice of cancellation to the Florida Department of Law Enforcement as noted herein.

Intent Statement, SCRAM Team Goals, Nature of Law Enforcement Assistance and Voluntary Cooperation to be Rendered:

It is the intention of the Florida Department of Law Enforcement to establish the SCRAM TEAM as a mechanism by which area law enforcement agencies can dedicate resources into a centralized unit for the purpose of targeting organized criminal groups and career criminals who are committing criminal acts or engage in a pattern of criminal behavior in violation of Florida State Statutes that affects multi-jurisdictions. The types of criminal violation being investigated include (but are not limited to) racketeering, money laundering, drug violations, extortion, burglary, major theft, and violent crimes significantly affecting the public safety of the citizens of the State of Florida. The SCRAM TEAM may focus investigative efforts on a single person who is committing criminal violations as part of an on-going criminal pattern involving multiple jurisdictions or on an organized criminal group(s) of individuals that are committing a series of criminal acts which involve multiple jurisdictions.

While it is a known fact that the targeting and arrest of “street-level” criminals in a single jurisdiction is an essential function of local law enforcement, it is also an established fact that those investigations oftentimes fail to eradicate the criminal organizations or effectively target career criminals which prey upon and endanger the public. Therefore, it is the intent of the SCRAM TEAM to target criminal groups and offenders who commit the enumerated criminal pattern offenses in an organized and calculated manner.

The principal purpose of the SCRAM TEAM shall be the successful prosecution of violators of the laws enumerated above, and similar violations, with particular emphasis placed on efforts designed to identify and dismantle organized criminal enterprises and to target career criminals involved in criminal pattern behavior. Furthermore, emphasis shall be placed on targeting violators that commit criminal acts in multiple jurisdictions and/or multiple judicial circuits.

SCRAM TEAM efforts shall include, but are not limited to, undercover operations designed to detect illegal activity, including but not limited to violations of Florida Statutes Chapters 810, 812, 893, and 895, Florida Statutes; the use of advanced surveillance equipment and techniques; the arrest and prosecution of those involved in illegal activity; the seizure of contraband and weapons; the forfeiture of assets from those engaged in such illegal activity; and the referral of investigative leads and intelligence to such other federal, state or local law enforcement authorities as may be required and appropriate under the SCRAM TEAM operations.

While the seizure and civil forfeiture of assets is an effective tool in combating organized criminal activity, the seizure and forfeiture of assets shall not take

priority over the primary function of the SCRAM TEAM, which shall be to enforce laws regulating violations of criminal law.

Nothing herein shall otherwise limit the ability of participating SCRAM TEAM members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the SCRAM TEAM efforts, with the operations of the SCRAM TEAM being coordinated with the FDLE and other SCRAM TEAM members.

Procedure for Requesting Assistance

Law enforcement officers assigned to SCRAM TEAM operations pursuant to this agreement shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement. Execution of this agreement and continued participation by FDLE and one or more SCRAM TEAM member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members of the task force which shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required.

Organization, Command and Supervisory Responsibility:

Each participating agency shall contribute personnel and resources to the SCRAM TEAM in such numbers as are agreed to by the participating agency and the FDLE. Participating agencies shall assign personnel to the SCRAM TEAM based upon their investigative experience and the operational needs of the SCRAM TEAM. Final acceptance of personnel assigned to the SCRAM TEAM shall rest with FDLE.

The assigned managing FDLE Supervisor shall be responsible for the operational command and day-to-day administration of all SCRAM TEAM operations and personnel, and shall have the authority to make routine assignments and determine case priority, as needed.

The Parties agree that FDLE will initially determine, in consultation with additional participating SCRAM TEAM agencies, whether cases resulting from SCRAM TEAM investigations shall be prosecuted in state court, or whether an individual case would be best resolved by referral to the United States Attorney for consideration for federal prosecution.

During the absence of the managing FDLE Supervisor, or as deemed necessary by the managing FDLE Supervisor, any member assigned to the SCRAM TEAM may be designated as an interim Team Leader to manage operational SCRAM TEAM matters.

FDLE may in its discretion, and as appropriate, provide certain long-term active SCRAM TEAM members with limited access to the FDLE building as is necessary to perform their duties. FDLE will issue building access passes bearing the SCRAM Team member's name, rank and photograph. The Parties agree that such identification may be utilized to identify SCRAM TEAM members while engaged in approved SCRAM TEAM operations as contemplated by this Agreement and that SCRAM TEAM identification cannot be used for any purpose other than approved SCRAM TEAM operations. The Parties acknowledge that improper use of SCRAM TEAM identification or building access passes may result in revocation of these items, and removal of the SCRAM TEAM member. SCRAM TEAM identification and building passes must be surrendered upon the member's termination from the SCRAM TEAM, or upon request of a managing FDLE SCRAM Team supervisor. The Parties agree that upon the dissolution of this mutual aid agreement, SCRAM TEAM identification and building passes must be returned to FDLE, absent other authorization by FDLE. ALL members of the SCRAM TEAM enjoy the same status and authority under this mutual aid agreement, regardless of whether they are issued any of the above items.

Any sworn law enforcement officer in good standing with their agency can participate in SCRAM Team investigative activity, with FDLE approval, provided that the law enforcement officer is a member of one of the agencies included in this Mutual Aid Agreement and that law enforcement officer possesses a specialized knowledge, skill or ability that is needed to further the goals and objectives of the SCRAM Team.

Jurisdiction:

The principal site of the SCRAM TEAM activity is the geographical boundaries of the greater Tampa Bay, Florida and surrounding county areas, including; Hillsborough, Pinellas, Polk, Pasco, Hernando, Citrus, Sumter, and Hardee counties; provided however, that SCRAM TEAM members shall enjoy full jurisdictional authority anywhere within the State of Florida, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement when engaged in SCRAM TEAM operations that have been approved by, and involve, the Florida Department of Law Enforcement as contemplated by this Agreement. SCRAM TEAM members operating outside the jurisdiction of their Agency shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved SCRAM TEAM activities as stated herein. The Parties to this Agreement recognize that any extension of jurisdictional authority beyond the bounds of their employing Agency is by reason of this Agreement

and the overall supervision and authority of the Florida Department of Law Enforcement as provided by the "Florida Mutual Aid Act." Pursuant to Section 23.127(1), Florida Statutes, designated employees of the undersigned Agencies participating in the SCRAM TEAM shall, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and actually directed as provided herein by an FDLE SCRAM TEAM supervisor or designee. No extension of jurisdiction or authority is granted by this Agreement for law enforcement activities unless they are approved and supervised as provided herein and are related to SCRAM TEAM operations, or have been encountered directly incident to an approved and supervised SCRAM TEAM operation.

If a conflict arises between an order or direction provided by the SCRAM TEAM supervisor and a member's employing Agency's rules, standards, or policies, the conflict shall be promptly reported to the SCRAM TEAM supervisor, and to the superior in that member's agency chain of command. The SCRAM TEAM supervisor, in conjunction with the member's agency superior, shall attempt to resolve the conflict in a manner that will allow the SCRAM TEAM operation to continue appropriately. At no time will a participating member be forced to violate his/her own agency's policies or rules in order to implement a SCRAM TEAM initiative.

The Parties to this Agreement may, by a written memorandum of understanding or written attachments to this Agreement, identify or further define particular guidelines, policies, or procedures to be utilized by members of the SCRAM TEAM when engaged in SCRAM TEAM operations. In the absence of written memorandum of understanding or attachments, the policies and procedures to be utilized by SCRAM TEAM members shall be clearly identified by the Managing FDLE Supervisor in consultation with the participating agencies. However, as stated above, no SCRAM TEAM member will be expected or required to violate or otherwise fail to maintain the member's employing Agency's standards of conduct, rules or policies.

Powers, Privileges, Immunities, Costs and Liability-Related Issues:

Employees of the participating agencies, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

A member agency 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.

Each member agency engaging in the SCRAM TEAM initiatives pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee(s) while such employee(s) is engaged in SCRAM TEAM activities/initiatives, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employee(s), as further discussed below.

Each member agency agrees, with regard to conduct of such Party's own employee(s) while such employee(s) is engaged in SCRAM TEAM activities/initiatives, to conduct internal investigations related to use of force, auto accidents or other violations of their respective agencies policy and procedures in accordance with their standard operating procedure, regardless of the jurisdiction where the alleged violation occurs. The member agency agrees to provide the Florida Department of Law Enforcement a summary of any such investigation at the conclusion of such investigation.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, and resources in order to carry out the purposes of the SCRAM TEAM, and agrees to bear the cost of loss or damage to its equipment, vehicles or property so provided. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability.

Each Agency furnishing services pursuant to this Agreement shall compensate its employee(s) during the time such services are rendered and shall defray the actual expenses of its employee(s) while they are rendering such services, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such services. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee(s) of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee(s) to the same degree, manner, and extent while such employee(s) acts under this Agreement.

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.

Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one Party hereto to the other.

Obligation to Coordinate With Prosecutor's Office

The principal goal of this SCRAM TEAM is the protection of Florida's public safety and security, and the successful prosecution of criminal violators. Successful prosecution requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the SCRAM TEAM are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling SCRAM TEAM generated cases, and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials.

Civil or administrative actions derived from SCRAM TEAM operations are likewise to receive coordinated support efforts from SCRAM TEAM members. The SCRAM TEAM supervisor shall monitor the efforts of SCRAM TEAM members in support of criminal prosecutions and civil actions. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of the SCRAM TEAM to assure the expected level of support from SCRAM TEAM members is occurring. Failure by a member of the SCRAM TEAM to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal from the SCRAM TEAM.

Property Seizure and Forfeiture Considerations:

No funds or other property seized during SCRAM TEAM operations are to be utilized by any member agency prior to successful forfeiture or until the title or interest in the funds otherwise lawfully vests in one or more member agencies. Forfeiture actions based upon seizures made by the SCRAM TEAM shall be based upon current statutory and case law. Prior to the filing of any forfeiture actions in State court, the Parties to this agreement shall determine which Party will handle said forfeiture based on all relevant factors, including but not limited to: the county of the seizure, the complexity of the action and the level of involvement of each of the Parties. The Parties shall maintain their right to reimbursement of the associated costs. This provision shall not preclude the use of other forfeiture attorneys or personnel as needed on particular matters, nor shall this preclude the use of federal forfeiture proceedings, or other forfeiture or transfer procedures when deemed appropriate. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this

Agreement and shall take into account their relative roles in support of the efforts of the SCRAM TEAM.

Any Party to this Agreement or any prosecutor handling the criminal prosecution of SCRAM TEAM cases may request copies of forfeiture complaints and pleadings filed by reason of SCRAM TEAM seizures, and such copies shall be promptly provided to the requester. If any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of SCRAM TEAM member agencies in seized cash or property is raised by any of the Parties to this Agreement, an attempt to resolve the issue through informal discussion and contact shall be made. In the event any Party(ies) to this Agreement decides not to participate in a particular SCRAM TEAM related forfeiture, said Party(ies) may opt out of such forfeiture proceedings and any distribution of forfeited funds or property therefrom, on a case by case basis, by written notification delivered to legal counsel for the agency primarily responsible for processing the particular forfeiture(s). All options available to state and local law enforcement agencies with regard to unclaimed evidence or abandoned property, gifts and plea agreements are available to the SCRAM TEAM, provided the property under consideration otherwise qualifies under law for such consideration. Forfeiture actions shall be further governed by the terms and conditions described in the Forfeiture Guidelines promulgated by the Florida Sheriff's Association, Florida Police Chief's Association, and FDLE, as provided in the FDLE Forfeiture Manual, as required by Section 932.704(11)(a), Florida Statutes.

Evidence and Records:

The Parties agree that all SCRAM TEAM reports and records shall be coordinated by FDLE, and shall be identified as SCRAM TEAM reports. A complete copy of all member agency reports related to SCRAM TEAM efforts and activity will be maintained in the relevant Florida Department of Law Enforcement case file and records system.

Evidence shall be seized in accordance with each SCRAM TEAM member's agency guidelines and all evidence seized in SCRAM TEAM operations shall be maintained by the participating local SCRAM TEAM member's agency in whose jurisdiction the evidence was initially seized absent special alternate arrangements.

FDLE shall be entitled to conduct audits and inspections of SCRAM TEAM operations and records including the seizure and handling of all evidence, property, or cash or any other aspect of SCRAM TEAM operations. The Parties agree to cooperate in any such audit by allowing full access to documents, personnel and facilities necessary to perform the audit function.

Term of Agreement:

This Agreement shall become effective and shall be ongoing as to the executing Parties upon execution by the Commissioner of the Florida Department of Law Enforcement and an additional Party or Parties. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party as the date of such execution.

This Agreement shall remain in full force as to all participating Parties unless canceled in writing by the Commissioner of the Florida Department of Law Enforcement, or as canceled in writing by another individual Party as provided herein. This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, the Office of the Special Agent in Charge, Tampa Bay Regional Operations Center, Florida Department of Law Enforcement. Under no circumstances may this agreement be renewed, amended, or extended except in writing. Any Party may withdraw from this Agreement upon providing written notice to the Florida Department of Law Enforcement and all other Parties. Any written cancellation shall be initially forwarded to the Office of the Special Agent in Charge, Tampa Bay Regional Operations Center, Florida Department of Law Enforcement, 4211 North Lois Avenue, Tampa, FL 33614.

A copy of this Agreement and copies of all participating agency signature pages will be provided to, and maintained by, the FDLE Mutual Aid, Investigations and Forensics Program, Office of Field Services, P.O. Box 1489, Tallahassee, Florida, 32302-1489, or via e-mail to *MutualAid@fdle.state.fl.us*.

Party's Acceptance of the Voluntary Cooperation Mutual Aid Agreement among the member Agencies of the **SPECIAL CASE RESPONSE AND MANAGEMENT (SCRAM) TEAM**

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 at FDLE along with this signature page.

For the Florida Department of Law Enforcement:

Richard L. Swearingen

Date

Party's Acceptance of the Voluntary Cooperation Mutual Aid
Agreement among the member Agencies of the **SPECIAL CASE**
RESPONSE AND MANAGEMENT (SCRAM) TEAM

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For the [LIST AGENCY]_____:

AGENCY HEAD

Date