

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT
VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT
STATE ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E.)
INITIATIVE**

WHEREAS, the below subscribed law enforcement agencies, the Parties to this mutual aid agreement, have joined together to create the STATE ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E.) Mutual Aid group, hereinafter referred to as the S.A.F.E. INITIATIVE, intended to combat the fentanyl crisis by identifying fentanyl related crimes, to include: racketeering, drug law violations, and related criminal violations, and by dismantling organized criminal groups engaging and targeting major violators in such activity which may affect single or multiple jurisdictions;

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 involved in the S.A.F.E. INITIATIVE;

NOW THEREFORE, the Parties agree to carry out their respective duties and responsibilities as outlined below, subject to controlling law, policies or procedures, and in consideration of the mutual interests and understandings herein expressed:

**Intent Statement, S.A.F.E. INITIATIVE Goals, Nature of Law Enforcement
Assistance and Voluntary Cooperation to be Rendered**

It is the intention of the Florida Department of Law Enforcement (FDLE) to establish the S.A.F.E. INITIATIVE as a mechanism by which area law enforcement agencies can dedicate resources for the purpose of targeting the following criminal activity which must have a nexus to fentanyl, including but not limited to racketeering, drug law violations, related criminal violations, firearms violations, and dismantling organized criminal groups engaging in such activity in violation of Florida State Statutes that may affect single or multiple jurisdictions.

The principal purpose of the S.A.F.E. INITIATIVE shall be the successful arrest and prosecution of violators of the laws noted herein, and similar violations, with particular

emphasis placed on efforts designed to identify and dismantle organized criminal enterprises with a nexus to fentanyl.

The S.A.F.E. INITIATIVE efforts shall include, but are not limited to: undercover operations designed to detect illegal activity with a nexus to fentanyl, including but not limited to violations of Florida Statutes Chapters 782, 790, 893, and 895. The use of 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 S.A.F.E. INITIATIVE

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 S.A.F.E. INITIATIVE, which shall be to enforce laws regulating violations of criminal law.

Nothing herein shall otherwise limit the ability of participating S.A.F.E. INITIATIVE 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 S.A.F.E. INITIATIVE efforts, with the operations of the S.A.F.E. INITIATIVE being coordinated with the FDLE and other S.A.F.E. INITIATIVE members.

Procedure for Requesting Assistance

Law enforcement officers assigned to the S.A.F.E. INITIATIVE 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 S.A.F.E. INITIATIVE member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members 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 S.A.F.E. INITIATIVE in such numbers as are agreed to by the participating agency and FDLE. Participating agencies shall assign personnel to the S.A.F.E. INITIATIVE based upon

their investigative experience and the operations needs of the S.A.F.E. INITIATIVE. Final acceptance of personnel assigned to the S.A.F.E. INITIATIVE shall rest with FDLE.

The respective FDLE Regional Special Agents in Charge throughout the State of Florida, together with their chain of command, will review and approve S.A.F.E. INITIATIVE operations with input from the various Partner agencies to this MAA in whose jurisdictions potential cases arise.

When operating outside the jurisdiction of the participating investigative agency, the assigned managing FDLE supervisor (ASAC or designee) shall be responsible for the operational command and day-to-day administration of all S.A.F.E. INITIATIVE operations and personnel, and shall have the authority to make routine assignments and determine case priority, as needed. When engaged in S.A.F.E. INITIATIVE operations that have been approved by and involve FDLE, as contemplated by this MAA, unit members who do not otherwise have jurisdictional authority shall have full jurisdictional authority anywhere in the State of Florida, although principally focused within their "standard operational area" as set forth in Addendum A, with full power to enforce Florida laws and to avail themselves of the provisions of this Agreement.

S.A.F.E INITIATIVE members operating outside their agency's jurisdiction shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved MAA activities as stated herein.

Pursuant to Section 23.127(1), Florida Statutes, the Party's S.A.F.E. INITIATIVE members participating in the MAA shall, when engaging in authorized mutual cooperation and assistance pursuant to this MAA, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the law enforcement jurisdictional area of their respective agencies.

Activities shall be considered authorized only when approved and directed as provided herein by an FDLE supervisor or command designee. If at any time an FDLE supervisor or command designee determines that assistance pursuant to this MAA should be terminated, it shall be promptly terminated in a manner assuring the safety of all involved law enforcement officers.

No S.A.F.E. INITIATIVE member shall engage in activities outside the jurisdictional territory of his or her agency, except as approved by the S.A.F.E. MAA coordinator (assigned FDLE supervisor) or designee and any such activity must be documented as provided herein. The MAA coordinator or designee shall maintain activities logs that will demonstrate the involvement of specific employees or agents provided by the Parties to this MAA, including each operation's supervisor or designated leader. Specific authorization and approval from both FDLE and the respective agency Party supervisory personnel shall be obtained when unit members will be acting with FDLE outside of their "standard operational area" as set forth in Addendum A. FDLE shall be entitled to conduct audits and inspections of task force operations and records.

Whenever an operation occurs outside of a S.A.F.E. INITIATIVE team's "standard operational area" set forth in Addendum A, the Special Agent in Charge (SAC) for the FDLE office in the region affected shall be notified about the presence of the S.A.F.E. INITIATIVE personnel in his region.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by a S.A.F.E. INITIATIVE member of an agency Party.

During the absence of the managing FDLE supervisor, or as deemed necessary by the managing FDLE supervisor, any member assigned to the S.A.F.E. INITIATIVE may be designated as an interim team leader to manage operational S.A.F.E. INITIATIVE matters.

Activities shall be considered authorized only when approved and actually directed as provided herein by the assigned FDLE supervisor or designee. No extension of jurisdiction or authority is granted by this Agreement for law enforcement activities unless approved and supervised as provided herein and related to the S.A.F.E. INITIATIVE operations, or unless same have been encountered directly incident to an approved and supervised S.A.F.E. INITIATIVE operation.

If a conflict arises between an order or direction provided by the FDLE S.A.F.E. INITIATIVE supervisor and a member's employing agency's rules, standards, or policies, the conflict shall promptly be reported to the S.A.F.E. INITIATIVE supervisor and to the supervisor of that S.A.F.E. INITIATIVE member's agency chain of command. The FDLE S.A.F.E. INITIATIVE supervisor, in conjunction with the member's agency supervisor, shall attempt to resolve the conflict in a manner that will allow the 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 an S.A.F.E. 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 S.A.F.E. INITIATIVE when engaged in S.A.F.E. INITIATIVE operations. In the absence of a written memorandum of understanding or attachments, the policies and procedures to be utilized by S.A.F.E. INITIATIVE members shall be clearly identified by the assigned FDLE S.A.F.E. INITIATIVE supervisor. However, as stated above, no 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.

Jurisdiction

For purposes of the Mutual Aid Agreement (MAA), "S.A.F.E. INITIATIVE unit members as used herein shall mean the sworn members of the non-FDLE agency Parties to this agreement who are assigned to the S.A.F.E. Initiative in accordance with the MAA.

FDLE and each agency Party to this agreement have executed the signature page attached hereto as Addendum A, which includes specific information concerning the primary geographic scope of this MAA for regional areas of the State associated with FDLE Regional Operations Centers, and identification of the agency Party entering into this agreement, and other particular information all of which is incorporated herein as though fully set out in the text of the main agreement.

Nothing contained in this MAA is intended to prevent personnel from performing their normal duties as assigned by their respective agencies.

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 the State of Florida, 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.

An 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 S.A.F.E. INITIATIVE operations pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee while such employees are engaged in S.A.F.E. INITIATIVE activities or operations, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employees, as further discussed below.

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 S.A.F.E. INITIATIVE, 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 employees during the time such services are rendered and shall defray the actual expenses of its employees 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 of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee 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 to or is to be construed as any transfer or contracting away of the powers or functions of one party hereto or the other.

Obligation to Coordinate with Prosecutor's Office

A key objective of the S.A.F.E. INITIATIVE 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 S.A.F.E. INITIATIVE 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 S.A.F.E. INITIATIVE generated cases, and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials.

Civil or administrative actions derived from S.A.F.E. INITIATIVE operations are likewise to receive coordinated efforts from S.A.F.E. INITIATIVE members. The FDLE S.A.F.E. INITIATIVE supervisor shall monitor the efforts of S.A.F.E. INITIATIVE 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 S.A.F.E. INITIATIVE to assure the expected level of support from S.A.F.E. INITIATIVE members is occurring. Failure by a member of the S.A.F.E. INITIATIVE to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal from the S.A.F.E. INITIATIVE.

Property Seizure and Forfeiture Considerations

No funds or other property seized during the S.A.F.E. INITIATIVE operations are to be utilized for 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 S.A.F.E. INITIATIVE shall be based upon current statutory and case law. The Parties agree that the lead investigative agency, through its attorneys, will be primarily responsible under this Agreement for pursuing all S.A.F.E. INITIATIVE forfeiture actions on behalf of all of the Parties in state court, subject to its right to reimbursement of associated costs; however, this provision shall not preclude the use of other forfeiture attorneys or personnel as needed on particular matters. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this Agreement and shall consider their relative roles in support of the efforts of S.A.F.E. INITIATIVE. It is agreed the Florida Department of Law Enforcement will be allocated a minimum of 25% of any seized asset forfeitures as a result of the S.A.F.E Initiative Investigation.

Any Party to this Agreement or any prosecutor handling the criminal prosecution of the S.A.F.E. INITIATIVE cases may request copies of forfeiture complaints and pleadings filed by reason of S.A.F.E. INITIATIVE seizures, and such copies shall promptly be provided to the requestor. If any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of S.A.F.E. INITIATIVE 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 to this Agreement believes that there is no legal sufficiency upon which to pursue the forfeiture of particular seized cash or property, and the concerns cannot be resolved, no forfeiture action on behalf of the S.A.F.E. INITIATIVE is to be filed. 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 S.A.F.E. INITIATIVE, provided the property under consideration otherwise qualifies under law for such consideration. Forfeiture actions shall be further governed by the terms, conditions, and guidelines described in Section 932.704(11)(a), Florida Statutes.

Evidence and Records

The Parties agree that all the S.A.F.E. INITIATIVE reports and records shall be maintained and retained by FDLE, and shall be identified as the S.A.F.E. INITIATIVE reports, provided, however, that S.A.F.E. INITIATIVE members may retain copies of such reports and records for their respective purposes.

Evidence shall be seized in accordance with each S.A.F.E. INITIATIVE member's agency guidelines and all evidence seized in these operations shall be maintained by the participating local member's agency's in whose jurisdiction the evidence was initially seized absent special alternate arrangements. FDLE shall be entitled to conduct audits and inspections of the S.A.F.E. INITIATIVE operations and records including the seizure and handling of all evidence, property, or cash or any other aspect of Task Force 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.

Terms of Agreement

This MAA shall become effective upon signature of the authorized representative of the parties, and shall remain in effect unless otherwise terminated until June 30, 2024. Any party, upon thirty (30) days written notice, may terminate this MAA.

This MAA represents the entire agreement between the Parties. Any alteration or amendment of the provisions of this MAA shall only be valid upon being reduced to writing, duly signed by authorized personnel of each of the parties and attached to the original.

This Agreement shall remain in full force as to all participating agency Parties until or unless earlier canceled in writing by the Florida Department of Law Enforcement as to all or separate Parties, or as canceled in writing by an individual Party as provided herein. However, if the S.A.F.E. INITIATIVE continues operations beyond June 30, 2024, the Agreement shall be automatically extended on a month-by-month basis, not to extend past September 30, 2024, until such time as each participating Party has ratified a revised or subsequent written Agreement. This Agreement supersedes any prior agreements amongst the participating Agency Parties regarding the facilitating and providing of technical assistance and equipment in criminal investigations in Florida.

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 Office of the General Counsel (OGC), Florida Department of Law Enforcement. Under no circumstances may this agreement be renewed, amended, or extended except in writing. A copy of this agreement, with all signature pages, will be filed with the FDLE Mutual Aid Office pursuant to statute.

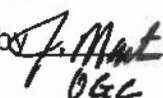
IN WITNESS WHEREOF, the Commissioner of FDLE has signed below and the authorized representative of the Agency Party has signed Addendum A (attached) on the date specified.



Mark Glass, Commissioner,

13 Jul 2023
Date signed

Florida Department of Law Enforcement

Legal Review by  (attorney initials)
OGC