

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION,
LEE COUNTY SHERIFF'S OFFICE,
AND PARTICIPATING AGENCIES**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI), Lee County Sheriff's Office (LCSO) and the following listed agencies, attached hereto as Exhibit A (Participating Agencies) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of FBI, LCSO, and the Participating Agencies personnel; to formalize relationships between participating agencies for policy guidance, planning, training, and public and media relations; and to maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

4. In this context, the mission of the FBI is to investigate and subsequently mitigate threat based complaints received through the National Threat Operations Center and/or received directly by LCSO or Participating Agencies. A successful mitigation strategy for the FBI involves leveraging partnerships from across the law enforcement community to include local police departments. The FBI's partnership with LCSO and Participating Agencies

will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking to mitigate threats in a timely, effective manner. The captioned partnership will be referred to as the Threat Mitigation Task Force (TMTF).

SUPERVISION AND CONTROL

A. Supervision

5. FBI, LCSO, and Participating Agencies personnel will report to their respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees. The FBI and the participating agency may provide overtime reimbursement by the FBI by separate written agreement (JTTF MOU).
6. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
7. Continued assignment of personnel to the TMTF will be based on performance and at the discretion of appropriate management. The FBI SAC and the Counterterrorism ASAC will also retain discretion to remove FBI personnel from the embedded position within LCSO and Participating Agencies.

B. Case Assignments

8. The FBI will be responsible for opening, monitoring, directing, and closing of Federal Investigations/Assessments in accordance with existing FBI policy and the applicable U.S. Attorney General's Guidelines.
9. For FBI administrative purposes, Guardian Assessments and Preliminary Investigations/Full Investigations will be entered into the relevant FBI computer system.

C. Resource Control

10. The head of each participating agency shall determine the resources to be dedicated by that agency, including personnel, as well as the continued dedication of those resources. The

participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

11. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to joint investigations. All law enforcement actions will be coordinated and cooperatively carried out.
12. Investigative leads outside of the geographic areas of responsibility for the FBI Tampa Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

13. The disclosure of FBI informants, or Confidential Human Sources (CHSs), will be limited to those situations where the CHSs are being tasked as part of a joint investigation. The identification of the CHSs' true identity would only be done if operationally necessary. These disclosures will be consistent with applicable FBI guidelines.
14. LCSO and Participating Agencies personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned within LCSO and/or Participating Agencies. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

C. Reports and Records

15. All investigative reporting for FBI Assessments/Investigations will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by FBI personnel assigned to LCSO or Participating Agencies will be made available for inclusion in the respective investigative agencies' files as appropriate.
16. During situations where LCSO and/or Participating Agencies and the FBI are conducting simultaneous investigations into a subject at both the State and Federal level, each agency will collect and store evidence based on their agency's policies and procedures. All evidence and original tape recordings (audio and video) acquired by the FBI during the

course of predicated FBI assessments/investigations will be maintained by the FBI. Footage from body cameras or other evidence acquired by a participating agency will be housed in accordance with that participating agency's policy. Upon determination of the venue for prosecution the agencies will share evidence/information in accordance with each agency policies for information sharing.

17. The Parties acknowledge that this MOU may provide TMTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by TMTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

INFORMATION SHARING

18. No information possessed by the FBI, to include information derived from informal communications between TMTF personnel and FBI employees not assigned to the TMTF, may be disseminated by TMTF personnel to non-TMTF personnel without the approval of the FBI Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, TMTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
19. Each Party is expected to limit the amount of PII disclosed to only that which is necessary to accomplish the mission of the TMTF. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant and that any such disclosure is consistent with the Privacy Act of 1974.
20. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

21. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
22. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
23. Each Party shall use appropriate administrative, technical, and physical security safeguards to control access to information obtained under this MOU. The Parties agree to maintain data exchanged under this MOU in a secure electronic storage system or paper recordkeeping system to ensure that appropriate security and privacy protections are in place.

PROSECUTIONS

24. Any joint investigative procedures that may be created are expected to conform to the requirements which would allow for either federal or state prosecution.
25. Whether the prosecution of joint cases will be at the state or federal level is a determination that will be made on a case-by-case basis. Any such determination will be based on various factors, including the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the FBI, LCSO, and Participating Agencies.
26. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a joint investigation at the state or local level, the FBI is expected to provide relevant and/or discoverable information to state and local authorities in accordance with all applicable requirements and limitations, including the requirement of state and local entities to submit a "Touhy request" pursuant to the Touhy regulations.

A. Investigative Methods/Evidence

27. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance.

28. Investigative methods, in general: In situations where a case may be prosecuted in a state court where the rules and/or laws of the state are more restrictive than comparable federal laws and/or rules, the investigative methods employed by FBI case agents are expected to comply with any such requirements. LCSO and Participating Agencies personnel are expected to make FBI personnel aware of any applicable state/local rules and/or laws.
29. Evidence handling and electronic surveillance activities: In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the FBI's Domestic Investigations and Operations Guide (DIOG) to the greatest extent possible. However, in situations where the rules and/or laws of the state are more restrictive than comparable federal rules and/or laws, the methods employed by state and local law enforcement agencies are expected to conform to the requirements of such applicable rules and/or laws.
30. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

31. All undercover operations will be conducted and reviewed in accordance with FBI guidelines and the U.S. Attorney General's Guidelines on FBI Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

32. FBI, LCSO, and Participating Agencies personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

VEHICLES

33. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official TMTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government

Guide (0430PG). The assignment of an FBI owned or leased vehicle to participating agency personnel will require the execution of a separate Vehicle Use Agreement.

34. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to TMTF business.
35. The FBI and the United States will not be responsible for any tortious act or omission on the part of each participating agency and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by participating agency personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
36. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by participating agency personnel while engaged in any conduct other than their official duties and assignments under this MOU.
37. To the extent permitted by applicable law, the participating agencies agree to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by participating agency personnel which is outside the scope of their official duties and assignments under this MOU.

PROPERTY AND EQUIPMENT

38. Property utilized by the TMTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the TMTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by TMTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of TMTF, will be the financial responsibility of the agency supplying said property.

FUNDING

39. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources

pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

DISPUTE RESOLUTION

40. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the TMTF's objectives.
41. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

42. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
43. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

LIABILITY

44. The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the TMTF.
45. Each participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the TMTF or otherwise relating to the TMTF. Each participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the TMTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the TMTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
46. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 2671-

2680: an individual assigned to the TMTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). If certified, the individual will be considered an “employee” of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any TMTF personnel.

47. For the limited purpose of defending against a civil action claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): an individual assigned to the TMTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any TMTF personnel.
48. Liability for any conduct by TMTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

DURATION

49. The term of this MOU is for the duration of the TMTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written notice by the agency desiring termination. In the event either LCSO or any other Participating Agency terminates participation in this MOU, the MOU is intended to remain valid as to the remaining participating agencies.
50. Any participating agency may withdraw from the TMTF at any time by written notification to the T-10 Supervisor with designated oversight for investigative and personnel matters or program manager of the TMTF at least 30 days prior to withdrawal.
51. Upon termination of this MOU, all equipment provided to the TMTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpected equipment supplied by the withdrawing agency during any TMTF participation.

MODIFICATIONS

52. This agreement may be modified at any time by written consent of all involved agencies.
53. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

Special Agent in Charge
Federal Bureau of Investigation

Date

Sheriff
Lee County Sheriff's Office

Date

Approved by the City Commission of the City of North Port, Florida, this _____ day of December, 2024.

NORTH PORT POLICE DEPARTMENT

CITY OF NORTH PORT, FLORIDA

TODD R. GARRISON
CHIEF OF POLICE

PHIL STOKES
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

Exhibit A

The agencies listed below, hereinafter referred to as the “Participating Agencies,” agree to the terms of the SWFL Threat Management Team Memorandum of Understanding:

Arcadia Police Department

Marshal Quinn Jones

Date

Bradenton Police Department

Chief Melanie Bevan

Date

Cape Coral Police Department

Chief Anthony Sizemore

Date

Charlotte County Sheriff's Office

Sheriff William G. Prummell Jr.

Date

Clewiston Police Department

Chief Thomas Lewis

Date

Collier County Sheriff's Office

Sheriff Kevin J. Rambosk

Date

Desoto County Sheriff's Office

Sheriff James F. Potter

Date

FGCU Police Department

Chief Craig W. Kowalski

Date

Florida Southwestern Police Department

Chief Jerry Connolly

Date

Fort Myers Police Department

Chief Jason Fields

Date

Glades County Sheriff's Office

Sheriff David Hardin

Date

Hardee County Sheriff's Office

Sheriff Vent Crawford

Date

Hendry County Sheriff's Office

Sheriff Stephen H. Whidden

Date

Lee County Port Authority

Chief Robert Taylor

Date

Manatee County Sheriff's Office

Sheriff Charles R. Wells

Date

Marco Island Police Department

Chief Tracy Frazzano

Date

Naples Police Department

Chief Ciro M. Dominguez

Date

North Port Police Department

Chief Todd Garrison

Date

Punta Gorda Police Department

Chief Pamela Smith

Date

Sanibel Police Department

Chief William Dalton

Date

State Attorney's Office 12th Circuit

Ed Brodsky, State Attorney

Date

State Attorney's Office 20th Circuit

Amira D. Fox, State Attorney

Date

Sarasota County Sheriff's Office

Sheriff Kurt A. Hoffman

Date

Sarasota Police Department

Chief Rex Troche

Date