Public Safety Communications Board

Leon County
City of Tallahassee
Leon County Sheriff
Tallahassee Fire Department
Tallahassee Police Department
Leon County Emergency Medical Service

(The following attachments are for the June 27th meeting)

Agenda
Public Safety Communications Board (PSCB)
June 27, 2006

1. Approval of the June 8, 2006 minutes

2. Appointment of Alternates to serve on the PSCB in the event that a member may not be able to attend – will be voting members

3. Review the Draft Tri-party Interlocal Agreement

4. Review the Draft R.F.P.

5. Review of the HR information regarding the Director of Public Safety Communications

6. Discussion of the Mutual Aid Agreement

7. MOC presentation regarding the critical technology and current status of the MOC (by Mr. Don DeLoach)

8. New Business

9. Next meeting date

Minutes for the June 8, 2006
Public Safety Communications Board Meeting

1. Action to date by the Sheriff, City and County Commissions
   The Sheriff, County and the City Commissions agreed to combine all communications in regards to public safety and created the Public Safety Communication Board.

2. Nomination of Chair and Vice Chair for the PSCB:
   Parwez Alam, Chair
   Anita Favors Thompson, Vice Chair

3. PSCB replacing the existing 800 MHz Management Oversight Committee (MOC):
   PSCB replaces the MOC.
   It was recommended that Don DeLoach brief the Board on the current issues in front of the MOC.

4. Broad Policy and Direction:
   a. Current and future statues of all existing dispatch employees:
      Board agreed on the assessment that no one should lose their job as a result of the consolidation. Existing dispatch employees will remain employees of their respective agencies.

   b. Authority of all dispatchers to dispatch any units legally available to provide services (i.e. Police, Sheriff, Fire, EMS):
      Discussion occurred regarding the authority for all dispatchers to dispatch units. Specifically, discussion between the Sheriff and Police Chief involved the existing mutual aid agreement and the City Police Officer's role in responding to calls in the unincorporated area.

      Anita Favors suggested looking at the Mutual Aid agreement at the PSCB meeting in order to determine if any modifications to the Mutual Aid agreement will be required with the implementation of the joint dispatch.

      Risk management issues were also raised as a possible avenue that needs to be reviewed.

      Parwez Alam addressed the issue of the immediate future of the two dispatch centers. The Board agreed that each center would continue to operate in its current fashion until an agreement is reached regarding the implementation plan.

5. Next steps:
   a. Issuance of a Request for Qualifications (RFQ) for purposes of hiring a consultant to develop consolidation plan; emphasis on immediate steps that can be taken prior to actual physical consolidation occurring.
      Publish an RFQ; the RFQ would be published in the appropriate industry journals
      RFQ scope is to include the following:
      - Personnel integration
      - Technology integration
      - Location for the dispatch center
      - Financial (setting the budget)
      - Time Line

5. Continued:

Out of these responses, the PSCB will choose a limited number to provide a response to a more detailed Request for Proposal (RFP)

Representatives for the Sheriff, Scott Bakotic; County, Alan Rosenzweig; and City, yet to be determined; will be responsible for drafting the RFQ.

a. Development of Tri-party inter-local agreement: Sheriff, City and County
An agreement is to be drafted between the Sheriff, City and County and brought before the County and City commissions. A draft of this agreement will be presented at the next PSCB meeting.

b. Begin drafting a job description for a Director of Public Safety Communications; proceed with parallel process of RFQ and hiring
A job description for the Director of Public Safety Communications is to be drafted between the County and City Human Resources Department with input from all members of the PSCB. It was suggested that each Board member be interviewed by the County/City HR in order to get a description of what each entity is looking for in the Director.

ICMA and the Association of Public Safety Communication Officers were suggested search sites for possible job descriptions and research.

c. Funding and compilation of existing Budgets
Compile all current expenditures for dispatch from Police, Sheriff, Fire and EMS.

6. Next meeting date:
June 27, 2006 at 11:00am in City Hall – every meeting there after will be held on the second and fourth Thursday each month.

On the agenda for the June 27th meeting:

- MOC presentation in regards to critical technology and the current status of the MOC (invite Mr. Don Deloach)
- Discussion of the Mutual Aid Agreement
- Review the Draft Tri-party Interlocal Agreement
- Review the Draft R.F.Q.
- HR information for the Direction of Public Safety Communications

Meeting adjourned at 12:15pm.

K3 agreement

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between LEON COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County"), the CITY OF TALLAHASSEE, a Florida municipal corporation (hereinafter referred to as "City"), and the LEON COUNTY SHERIFF, a separately elected county officer of the State of Florida (hereinafter referred to as "Sheriff").

WHEREAS, the County, City, and Sheriff wish to enter into an agreement that will ensure the creation of a joint dispatch center for the purposes of dispatching all law enforcement, fire and emergency medical services; and

WHEREAS, currently the City dispatches Tallahassee Police Officers and the Tallahassee Fire Department; the Sheriff's office currently dispatches Leon County Sheriff Deputies and Leon County Emergency Medical Services; and

WHEREAS, consolidating the dispatching of all law enforcement and emergency personnel is in the best interest of the health and safety of all Leon County and City of Tallahassee residents; and

WHEREAS, a consultant jointly hired by the City and County recommended that the dispatch functions for Fire and Emergency Medical Services be consolidated; and

WHEREAS, at the April 25, 2006 Board of County Commissioners meeting the Sheriff stated that the consolidated dispatch should include all emergency functions, inclusive of law enforcement; and

WHEREAS, on April 25, 2006, the County agreed to the creation of a joint dispatch operation; and

WHEREAS, on April 26, 2006, the City agreed to the creation of a joint dispatch operation; and

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and representation set forth herein, the sufficiency of which is being acknowledged, the County, City, and the Sheriff hereby agree as follows:

Chart

I. Term. The Term of this Agreement shall commence on the date on which it has been executed by all parties, and shall end on January 1st 2021, (or January 1st, 2009). The agreement may be renewed by mutual consent of all in five (5) (or four (4)) year extensions.

II. Public Safety Communications Board (PSCB).

A. The County, City, and Sheriff agree to establish the PSCB to oversee the implementation and operation of a consolidation dispatch center.

B. The PSCB will consist of the County Administrator, the City Manager, the Sheriff, Chief of Police, Fire Chief and EMS Chief or their designee.

C. In addition to any other responsibilities, the PSCB will replace the existing Management Oversight Committee (MOC) established per the July 23, 1999 Agreement regarding the 800 Mhz system.

D. The PSCB will annually select a Chairman and Vice-Chairman.

E. The PSCB will meet on a regular basis, but no less than four times a year.

III. Director of Public Safety Communications.

A. The County, City and Sheriff agree that, throughout the term of this agreement (including extensions thereof), a Director of Public Safety Communications will be responsible for the joint communications center and will meet all requirements of, and will perform all duties and obligations required of a public safety communications director under, applicable law.

B. The PSCB will be responsible for the hiring of such a director and will ensure that at all times the Director is responsible for daily operations and supervision of all employees of the Public Safety Communications Center.

C. The Director can be terminated by the PSCB as a whole or by any one of the following independently: County Administrator or City Manager or the Sheriff.

IV. Location. The County, City, and Sheriff agree that the location for the Public Safety Communication Center will be mutually agreed upon by all parties.

V. Implementation Plan

A. The PSCB will be responsible for the development of an implementation plan.

B. The PSCB may recommend the utilization of consulting services in developing the implementation plan.

C. The implementation plan may include, but not be limited to: personnel integration, technology integration, creation of a time line for integration, and the determination of financial needs.

VI. Amendments. It is the intention of the City, County and Sheriff to amend this agreement as necessary.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Public Safety Communications Consolidation Agreement as of the date first written above.

LEON COUNTY, FLORIDA

By: _____

BILL PROCTOR, Chairman of the Board of County Commissioners

CITY OF TALLHASSEE, FLORIDA

By: _____

JOHN R. MARKS, III, Mayor of the City of Tallahassee

LEON COUNTY SHERIFF, FLORIDA

By: _____

LARRY CAMBPELL, Leon County Sheriff

ATTESTED TO:

By: _____

ROBERT B. INZER, Clerk
Leon County, Florida

ATTESTED TO:

By: _____

GARY HERNDON, City Treasurer - Clerk

APPROVED AS TO FORM:

By: _____

HERBET W.A. THIELE, Esq.
COUNTY ATTORNEY

APPROVED AS TO FORM:

By: _____

JAMES R. ENGLISH, Esq.
CITY ATTORNEY

APPROVED AS TO FORM:

By: _____

ALAN GRINER, Esq.
SHERIFF ATTORNEY

REQUEST FOR PROPOSALS

for

PUBLIC SAFETY COMMUNICATIONS CONSULTING SERVICES

Proposal Number BC-08-11-06-64

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BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

CITY COMMISSION,
CITY OF TALLAHASSEE

6/21/06

SHERIFF
LEON COUNTY, FLORIDA

Release Date: July 17, 2006

RFP Title: Request for Proposals for Public Safety Communications Consulting Services
Proposal Number: BC-08-04-06-64
Opening Date: Friday, August 11, 2006 at 2:00 PM

I. INTRODUCTION

Leon County requests proposals from qualified individuals or firms for professional consulting services to develop a consolidation plan for the creation of a joint dispatch center. This request for proposals is being issued by Leon County as a joint project of the Board of County Commissioners, Leon County, Florida; the City Commission, City of Tallahassee; and the Sheriff of Leon County, Florida. The selected consulting firm must display full competency, experience, and have in-depth knowledge in all areas of public safety communication center organization, administration, and operations.

Currently in Leon County the dispatching of law enforcement and emergency personnel is operated by two separate entities: the Leon County Sheriff's Office and the City of Tallahassee Police Department. The Sheriff's Office dispatches the Sheriff's Deputies and Emergency Medical Services (EMS) personnel in the EMS division operated by Leon County. The City of Tallahassee Police Department dispatches police officers and fire services personnel of the Tallahassee Fire Department and local volunteer fire departments.

In the spring of 2006, the Leon County Board of County Commissioners, the City of Tallahassee Commission, and the Leon County Sheriff agreed to begin the process of consolidating the dispatching of law enforcement and emergency personnel. In addition, the Sheriff, the Leon County Board of County Commissioners and the City of Tallahassee Commission authorized the creation of the Public Safety Communication Board (PSCB). The members serving on the PSCB are the Leon County Administrator, the Tallahassee City Manager, the Leon County Sheriff, the Chief of Tallahassee Police Department, the Chief of the Tallahassee Fire Department, and the Chief of the Leon County Emergency Medical Services. The PSCB has been charged with the responsibility of overseeing the creation of the Joint Dispatch Center and other various public safety communication concerns. It is the goal of the PSCB to improve services to the public by more efficient handling of both emergency and non-emergency calls and more effective deployment of resources.

Special Instructions

1. This request for proposals (RFP) is to be completed as two separate proposals: a qualifications proposal and a cost/fee proposal. Each proposal is to be sealed in separate envelope. The PSCB will receive and review the qualifications proposals from the individuals/firms. Based upon the review and evaluation of these submittals, the PSCB will then review and evaluate the cost/fee proposals of the top ranked firms individual/firm. The PSCB will then determine if the initial rankings need to be changed based on the cost proposals.

2. Direct all inquiries regarding this RFP to the contact person named below in Section II, C; do not contact other County or City staff. Information provided by other than the below contact should be considered invalid, and proposals which are submitted in accordance with such information may be declared non-responsive.

II. GENERAL INSTRUCTIONS:

A. The response to the proposal should be submitted in a sealed addressed envelope to:

Proposal Number: BC-08-11-06-64
Purchasing Division
2284 Miccosukee Road
Tallahassee, FL 32308

B. An **ORIGINAL** and ten (10) copies of the Qualifications and Cost Proposals must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain**

an original, manual signature of an authorized representative of the responding firm or individual, all other copies may be photocopies. Be sure to clearly mark the packages as either "Qualifications" or "Cost" Proposals.

C. Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Keith Roberts or Don Tobin at (850) 606-1600; FAX (850) 606-1601; or e-mail at keith@leoncountyfl.gov or tobind@leoncountyfl.gov. Written inquiries are preferred.

D. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

E. Proposers are expected to carefully examine the scope of services, and evaluation criteria and all general and special conditions of the request for proposals prior to submission. Each Vendor shall examine the RFP documents carefully; and, no later than seven (7) calendar days prior to the date for receipt of proposals, he shall make a written request to the Owner for interpretations or corrections of any ambiguity, inconsistency, or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications.

Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only those communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

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F. Your response to the RFP must arrive at the above listed address no later than Friday, August 11, 2006 at 2:00 PM to be considered.

G. Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered.

H. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

I. It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE' and may be returned unopened to the vendor.

J. The County is not liable for any costs incurred by bidders prior to the issuance of an executed contract.

K. Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.

L. The contents of the proposal of the successful firm will become part of the contractual obligations.

M. Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.

N. If you are not submitting a proposal, please return the form attached at the end of the RFP, marked 'No Proposal'.

O. The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.

P. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.

Q. Public Entity Crimes Statement: Respondents must complete and submit the enclosed Public Entity Crimes Statement. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.

S. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Every vendor submitting a bid on this invitation for bids **shall** include a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists. Leon County, Florida-based businesses are required to purchase an Occupational License to conduct business within the County. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Leon County, may also be required to obtain such a license by their own local government entity or by Leon County. For information specific to Leon County occupational licenses please call (850) 488-4735.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

T. Audits, Records, And Records Retention

The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

U. Monitoring

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

V. Planholders

As a convenience to vendors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at http://www.leoncountyfl.gov/Purchasing/Bid.asp by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.

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W. Addenda To Specifications

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at http://www.co.leon.fl.us/purchasing/. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

III. SCOPE OF SERVICES:

A. Each vendor will provide an analysis of current dispatch operations, giving consideration to staffing levels, dispatch protocols, and levels of services provided. It is anticipated that in order to compile the information necessary to complete this proposal the vendors will need to meet with all members of the PSCB, as well as, other key staff members.

B. Each vendor shall provide a written recommended solution for the consolidated dispatch center. The report shall include:

1. The implementation plan and timeline for the consolidation of all public safety communications and the dispatching of law enforcement and emergency personnel.

2. Discuss the integration of Personnel; include staffing configurations and any other related personnel matters.

3. Integration of Technology:

   a. Provide an analysis of the historical workload and projection of future growth for the following:
      1) E 9-1-1
      2) Emergency Medical Calls
      3) Fire Calls
      4) Criminal Activity
      5) Calls-for-Service

   b. Conduct an analysis of the following systems, subsystems, and technical support personnel at each PSAP as it relates to viability in a consolidated communications center environment:
      1) Radio systems
      2) Computer Aided Dispatch Systems (CAD)
      3) Automatic Vehicle Locating Systems and integration with CAD
      4) Records Management Systems (RMS)
      5) Mobile Data Computer Systems (MDCS)
      6) E 9-1-1 Emergency Telephone Number Systems
      7) Fire Station Alerting Systems
      8) Non-Emergency, Administrative Telephone Systems
      9) Local and Wide Area Networks
      10) Wireless Local Area Networks
      11) Facility power and backup power requirements
      12) Uninterruptible Power Supplies systems (UPS)
      13) Generator Systems

   c. Develop general recommendations for equipment and communications center facility

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requirements

4. Determine the financial needs of the consolidated Public Safety Communications Center. This deliverable will include a detailed budget for the recommended solution.

5. Identify steps that can be taken by the PSCB prior to actual physical consolidation that will enable a more efficient communications environment.

IV. REQUIRED SUBMITTALS:

Qualifications Proposal

Each vendor is requested to provide the following information using the same numbering/lettering scheme as the format below.

A. EXECUTIVE SUMMARY *(0 points)*

Present in brief, concise terms, a summary level description of the company, its capabilities, and the distinctive competitive attributes of the respondent to provide the scope of services. Give the names of the person (s) who will be authorized to make representations for the respondent, their title(s), address(es), and telephone and fax number(s).

The summary must be limited to a maximum of two pages and the signer of the RFP must declare that the RFP is in all respects fair and in good faith without collusion or fraud and that the signer of the RFP has the authority to bind principal proponent.

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B. EXPERIENCE AND EXPERTISE *(45 points)*

1. Describe the firm's background.
   a. How many years has the firm been in business?
   b. Number of public entities serviced
   c. Number of Florida governmental entities does the firm service?

2. Identify all key personnel who will provide services and provide their academic and professional credentials (including any certification or licensure by a nationally recognized professional organization in public safety communications).

SAMPLE

3. Provide a summary of key personnel's general experience and qualifications to perform the services at issue.

4. Describe the firm's experience and ability in measuring, analyzing, and developing a plan of action to merge the dispatch centers in a manner easily understood by non-technical managers of departments and agencies

5. Describe the firm's experience and ability in designing and merging advanced Computer Aided Dispatch (CAD) and Records Managements Systems (RMS), 800MHz radio systems, and other public safety applications.

6. Describe the firm's familiarity with the following:
   a. Public safety communication standards and protocols
   b. National and state standards for Domestic Security requirements and initiatives, particularly Interoperable Communications among and between first responder agencies
   c. Geographic Information Systems (GIS) data development and analysis
   d. Automatic Vehicle Location Systems (AVL)

C. REFERENCES AND PAST PERFORMANCE *(30 points)*

1. Provide references for accounts similar to the situation in Leon County for which you provide consultation services. All persons/firms must provide at least three (3) references. At least two (2) references must be current customers.

2. Provide a list of clients for which similar projects have been performed by the key personnel identified in the Section B. Please include the name of contact, address, phone number, and description of work performed for each client.

3. All vendors must list all similar contracts that have been terminated or lost due to unsatisfactory performance within the last five (5) years.

D. APPROACH AND METHOD *(15 points)*

This section will review the firm's methodology for executing the project scope, controlling its quality, correcting mistakes, and maintaining or advancing the schedule.

E. MINORITY BUSINESS ENTERPRISE PARTICIPATION PLAN*(10 points)*

See Section VII for the specific requirements for this section.

Cost/fee Proposal

Under separate seal, the consultant is required to submit a comprehensive cost/fee proposal for this engagement.

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V. SELECTION PROCESS

A. The PSCB will review and evaluate the qualifications proposals, and rank a limited number based on the following considerations (this is a summary of the points from the previous section):

1. Experience and Expertise – ~~45 points~~ 40
2. References and Past Performance – ~~30 points~~ 25
3. Approach and Method – ~~15 points~~ 20
4. M/WBE – ~~10 points~~ local Requirement = 5

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B. After ranking the qualifications proposals, the PSCB will review the cost/fee proposals. At this point, the PSCB's initial ranking maybe redone.

C. If necessary, the PSCB may select one or more firms to be interviewed based on the responses of each proposer.

D. The PSCB will make a final recommendation to the County Commission, the City Commission and the Sheriff.

VI. INDEMNIFICATIONS:

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars ($10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

VII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority/Women Business Enterprise Requirements

It is the policy of the Leon County Board of County Commissioners to institute and maintain an effective Minority, Women and Small Business Enterprise Program. The purpose of the Program is to effectively communicate Leon County procurement and contracting opportunities through enhanced business relationships; to end disparity; and to increase participation opportunities for certified minority, women-owned, and small business enterprises in a competitive environment.

Each Proposer is strongly encouraged to secure M/WBE participation through purchase of those goods or services to be provided by others. Firms responding to this RFP are hereby made aware of the County's aspirational targets for M/WBE utilization. Respondents should contact Gary W. Johnson, Leon County M/WBE Director, at phone (850) 606-1650; fax (850) 606-1651 for additional information. Respondents must complete and submit the attached Minority/Women Business Enterprise Participation Plan form. **Failure to complete and submit the form may result in a determination of non-responsiveness for your proposal.**

Leon County recognizes those M/WBE firms certified by the City of Tallahassee, the Leon County School Board, or the Leon County M/WSBE Division.

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For the professional services to be performed in this project, the following are aspirational targets for participation by certified Minority and Women-owned business enterprises:

Minority sub-consultants 18%
Women sub-consultants 9%

As a part of the selection process for this project, the ranking procedure will provide a maximum of ten (10) percent of the total score where M/WBE's are used as follows:

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M/WBE Participation Level	Points
The respondent is certified as a Minority/Woman Business Firm with Leon County and will meet or exceed the aspirational targets..	10
The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 11% by certified minority/women business firms/individuals and will meet or exceed the aspirational targets.	8
The respondent certifies that they will meet or exceed the aspirational targets through subcontracting to certified M/WBE Firm(s), and has identified in the proposal the M/WBE Firm(s) that it intends to use.	6
The respondent certifies that they will meet at least 50% of the aspirational targets through subcontracting to certified M/WBE Firm(s), and has identified in the proposal the M/WBE Firm(s) that it intends to use.	4
The respondent has M/WBE participation less than 50% of the aspirational targets.	0

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

VIII. INSURANCE

Your attention is directed to the insurance requirements below. Proposers should confer with their respective insurance carriers or brokers to determine in advance of proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

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1. Minimum Limits of Insurance:

   Contractor shall maintain limits no less than:

   a. General Liability: $1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a $2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).

   b. Automobile Liability: One Million and 00/100 ($1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. ***(Non-owned, Hired Car)***.

   c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. ***Waiver of Subrogation in lieu of Additional Insured is required.***

   d. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 ($1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.

e. Umbrella: $5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

f. Installation Floater: In the amount of the estimated cost of materials necessary to complete the contract. Should include temporary location, job site, and in transit coverage.

g. Mobile Equipment (Contractors Equipment) coverage should be in place while job is in process. Equipment should be covered whether owned, leased, borrowed, or rented by contractor or by employees of the contractor.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

3. Other Insurance Provisions

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The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages (***County is to be named as Additional Insured***).

1. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

2. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. Verification of Coverage

Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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IX. TRAVEL EXPENSES

Consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Leon County Travel Policy. Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Leon County Board of County Commissioners and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Consultants and contractors, traveling on a cost reimbursement basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Administrator.

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X. ETHICAL BUSINESS PRACTICES

A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

RFP Title: Request for Proposals for Public Safety Communications Consulting Services
Proposal Number: BC-08-04-06-64
Opening Date: Friday, August 11, 2006 at 2:00 PM

PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Keith M. Roberts, Purchasing Director

Bill Proctor, Chairman
Leon County Board of County Commissioners

This bid response is submitted by the below named firm/individual by the undersigned authorized representative.

_____
(Firm Name)

BY _____
(Authorized Representative)

_____
(Printed or Typed Name)

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX _____

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ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

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STATEMENT OF NO PROPOSAL

We, the undersigned, have declined to respond to the above referenced RFP for the following reasons:

_____ We do not offer this service

_____ Our schedule would not permit us to perform.

_____ Unable to meet the scope of work.

_____ Others (Please Explain)

_____

_____

_____

_____

DRAFT

We understand that if the no-bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for Leon County.

Company Name _____

Signature _____

Name (Print/Type) _____

Telephone No. _____

FAX No. _____

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SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Leon County Board of County Commissioners

   by_____
   [print individual's name and title]

   for_____
   [print name of entity submitting sworn statement]

   whose business address is: _____

   _____

   and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

   statement:_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact

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business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____ OR Produced identification _____
(Type of identification)

_____
NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

_____
Printed, typed, or stamped commissioned name of notary public

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN

RESPONDENT_____

Please check the appropriate participation level below and provide the information for each M/WBE firm in the following section.

MBE Participation Levels	**Points**
____ The respondent is certified as a Minority/Woman Business Firm with Leon County and will meet or exceed the aspirational targets.	10
____ The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 11% by certified minority/women business firms/individuals and will meet or exceed the aspirational targets.	8
____ The respondent certifies that they will meet or exceed the aspirational targets through subcontracting to certified M/WBE Firm(s), and has identified in the proposal the M/WBE Firm(s) that it intends to use.	6
____ The respondent certifies that they will meet at least 50% of the aspirational targets through subcontracting to certified M/WBE Firm(s), and has identified in the proposal the M/WBE Firm(s) that it intends to use.	4
____ The respondent has M/WBE participation less than 50% of the aspirational targets.	0

M/WBE firms and subcontractors must be certified by the City of Tallahassee, Leon County, or the Leon County School Board to qualify for M/WBE participation credit. Please provide the following information for each M/WBE. Role codes are: P - Prime contractor; SC - Sub-contractor; S - supplier of goods and incidental services. Please indicate minority groups by using the corresponding letters: African American (B), Asian American (A), Hispanic American (H), Native American (N) and Non Minority Female (F). **You must submit proof of certification with your proposal.** Attach additional sheets as necessary.

Name, Address, and Phone	Role and Materials/Services	Amount	Group

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MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN, Page 2

_____	_____	_____	_____
_____	_____		
_____	_____		
_____	_____	_____	_____
_____	_____		
_____	_____		

Total Value of M/WBE Participation: $ _____

Total Project Base Cost: $ _____

M/WBE Participation as % of Total Base Bid: _____%

DRAFT

The vendor acknowledges the Leon County M/WBE policy and the provisions specified for this RFP. If applicable, vendor certifies that the above list of minority vendors and the respective contract amounts and percentages of the total bid are accurate.

Signed: _____ Title: _____ Date _____

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EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

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INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Commercial General Liability:	Indicate Best Rating: Indicate Best Financial Classification:	_____ _____
Business Auto:	Indicate Best Rating: Indicate Best Financial Classification:	_____ _____
Professional Liability:	Indicate Best Rating: Indicate Best Financial Classification:	_____ _____

DRAFT

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

6/21/06

If answer is NO, provide name and address of insurer:

_____

_____

_____

2. Is the Respondent able to obtain insurance in the following limits (next page) for this professional services agreement?

☐ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

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Required Policy Endorsements and Documentation

Certificate of Insurance is to be provided by the successful Consultant evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage- General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability

DRAFT

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided if requested in the RFP.

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

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The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____ Signature _____
Typed or Printed

Date _____ Title _____
(Company Risk Manager or Manager with Risk Authority)

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, And OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

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Signature 6/21/06

Title

Contractor/Firm

Address

Date: **June 21, 2006**

To: **Joint Public Safety Communications Board Members**

From: Lillian Bennett, Leon County, Director of Human Resources
Gloria Hall McNeil, City of Tallahassee, Director of Human Resources
Joe McCabe, Leon County Sheriff's Office, Human Resources Manager

Subject: **Job Description – Director Public Safety Communications**

The attached job description (Attachment #1) for Director, Public Safety Communications has been developed as the result of the combined efforts of the Human Resources Divisions of Leon County, City of Tallahassee, and the Leon County Sheriff's Office. The job description reflects the essential duties of this position. Job descriptions from local governmental agencies throughout the country, with joint communications functions comparable in structure to that which has been adopted for Tallahassee-Leon County, were reviewed and utilized in developing the job description for this position. In addition, each member of the Public Safety Communications Board has been given an opportunity to provide input into the major duties and responsibilities of this position, and each member's comments have been incorporated accordingly.

We surveyed a number of local governments around the country and, through our research, identified six (6) municipal agencies that most closely aligned with the joint communications program model adopted by the Public Safety Communications Board. (A summary of these findings is provided in Attachment #2.) In the six jurisdictions, the reporting structure of the public safety communications function may differ in that the function may be placed under one agency (i.e., Police or Sheriff), serve as a separate joint-powers entity, and/or report to a joint authority, commission or board. Further, some have multi-jurisdictional joint powers or inter-local agreements that guide the operations and administration of the public safety communications center and its personnel.

We also collected market data from the six (6) surveyed entities to establish a salary range for this position. Based on the survey findings, the salary range is $70,522 - $95,632. While the starting salary of the selected applicant would be set based on the applicant's education and experience, it would be reasonable to employ an experienced candidate at a beginning salary of $83,077, the midpoint of the pay range.

Please contact the Human Resource Director for your respective agency if you have any questions regarding the job description for the Director, Public Safety Communications.

DIRECTOR - PUBLIC SAFETY COMMUNICATIONS **DRAFT**

MAJOR FUNCTION

This is highly responsible managerial, administrative and professional work directing the operations and resources dedicated to the combined fire, law enforcement, and medical emergency communications functions of the City of Tallahassee, Leon County, and Leon County Sheriff's Office. Reporting to the Public Safety Communications Board, the incumbent is responsible for the effective and efficient management of the Joint City/County Public Safety Communications Center, developing and implementing work and operational policies, managing the dedicated budget and serving as liaison between the Public Safety Communications Board and the member agencies. Work is performed with considerable independence and latitude and is reviewed through conferences, reports, and by results attained.

ESSENTIAL AND OTHER IMPORTANT JOB DUTIES

Essential Duties

Plans, develops, coordinates and directs staff in implementing directives of the Public Safety Communications Board. Manages the daily operations of the Joint City/County Communications Center. Directs the use of resources allocated to public safety communications for maximum return on investment. Serves as liaison between the Public Safety Communications Board and technical staff on technology issues. Develops and implements policies, procedures and protocols to accomplish the center's work plan objectives. Develops short-range and long-range goals for the work unit. Establishes and maintains the operational integrity and response capability of the public safety communications system to meet existing and anticipated requirements. Oversees the acquisition, integration, implementation, and operation of communications equipment, systems, and other resources, as needed. Prepares and monitors the unit's budget, and makes budgetary recommendations to the board, as necessary. Maintains an active liaison with local law enforcement and emergency service providers, as well as other applicable state, federal and local agencies to keep abreast of changes that may impact the center's operations. Establishes and maintains data management system(s) coordinated with law enforcement, fire, emergency medical services, participating telecommunications companies and system suppliers, as applicable. Directs the collection and reporting of data and other information, as required. Manages the development and execution of plans for system testing, employee training, and other essential operational and procedural activities. Recommends the hiring, transfer, promotion, grievance adjustment, discipline and discharge of employees. Conducts performance evaluations and recommends approval or denial of merit increases. Investigates complaints from citizens and/or agencies regarding public safety communications. Maintains appropriate contacts with the media and public on the use of the public safety communications systems. Performs related work as required.

Other Important Duties

Attends meetings of the Public Safety Communications Board as required. Serves on the various management teams as required. Attends meetings, conferences, etc. and completes special projects as needed. Performs related work as required.

DESIRABLE QUALIFICATIONS

Knowledge, Abilities and Skills

Considerable knowledge of ordinances, laws, regulations, statutes, procedures and processes related to public safety communications management. Knowledge of communications systems and the various aspects of system interfacing with other wired and wireless communications. Considerable knowledge of City and County geography and street systems. Knowledge of the principles and procedures of the operations of a dispatch center. Knowledge of local emergency plans and procedures. Considerable knowledge of the principles of supervision, training, and performance evaluation. Ability to follow direction provided by the governing board. Ability to effectively plan, develop, implement and administer a public safety communications program and the dedicated resources. Ability to conduct system analysis and evaluate operational and technical processes and procedures. Ability to communicate effectively, orally and in writing, and to maintain records and prepare reports. Ability to establish and maintain effective working relationships as necessitated by the work. Ability to accurately assess and analyze situations and draw conclusion(s). Ability to plan, organize, direct and coordinate activities of technical and professional staff. Skill in the use of personal computers and associated programs and applications necessary for successful job performance.

Minimum Training and Experience

Possession of a bachelor's degree and five years of professional work experience that includes emergency or public safety communications for law enforcement, fire and EMS agencies, emergency management, emergency response management, or a closely related field; or an equivalent combination of training and experience. At least three years of the required experience must have been in a managerial capacity.

Necessary Special Requirement

Must possess a valid Driver's license at the time of appointment. Position requires on-call status in the event of an emergency or disaster within Leon County and may require work or travel outside of regular office hours.

Established:

Municipal Agencies with Combined/Joint Dispatch/Communications Center

	Alachua County/ Gainesville, FL	**Vanderburgh County/ Evansville, IN**	**Lane County/ Eugene, OR**	**Stanislaus County/ Modesto, CA**	**San Mateo County CA**	**Dakota County, MN**
County/ City Population	223,852/ 109,146	173,187/ 117,881	335,180/ 142,185	505,505/ 206,872	699,610	383,592
Number of Employees	76	43	61	64	58	No Staff Yet
Includes	Sheriff Police Fire-Rescue	Sheriff Police Fire	Sheriff Police Fire-EMS	Sheriff Police Fire	Sheriff Police Fire-EMS	Sheriff Police Fire-EMS
Type of Agreement	Interlocal	Dispatch Charter Signed by City & County	Interlocal	Joint Exercise of Powers	Separate Contractual Agreement between County and Cities	Joint Powers Agreement
Responsibility	Sheriff	City	City (Police)	County	County	Joint Powers Entity
Type of Board Executive	Sheriff, Mayor, Member of BCC	8 Members: Sheriff, Fire Chief (2), Police Chief, Reps from City/County Govt.	PSAP User Board: Sheriff, Police Chiefs(3), Reg. Cmdr. State Police, Fire & EMS Chief, Fire Chief Defense Board(2)	Sheriff, City Council Rep., County Supv., City Manager, Mayor, CEO County, County Fire Warden, City Fire Chief, City Police Chief	Reports to Employee & Public Services Department	12 member Board consisting of elected official from each jurisdiction (11 cities & 1 county)

"Proposed Revision"
SHERIFF OF LEON COUNTY, FLORIDA
(also known as the)
LEON COUNTY SHERIFF'S OFFICE
AND
CITY OF TALLAHASSEE (POLICE DEPARTMENT)

COMBINED
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

MUTUAL AID AGREEMENT

WITNESSETH

WHEREAS, THE SHERIFF OF LEON COUNTY, FLORIDA AS THE CHIEF LAW ENFORCEMENT OFFICER IN LEON COUNTY HAS LAW ENFORCEMENT JURISDICTION, POWER AND AUTHORITY WITHIN THE INCORPORATED AND UNINCORPORATED AREAS OF LEON COUNTY; AND

WHEREAS, THE POWERS OF A MUNICIPALITY, INCLUDING ITS POLICE POWERS, GENERALLY CEASE AT THE MUNICIPAL BOUNDARIES AND CANNOT, ABSENT STATUTORY AUTHORIZATION, BE EXERCISED OUTSIDE THE CITY'S LIMITS; AND

WHEREAS, IN THE ABSENCE OF STATUTORY AUTHORIZATION, A CITY OF TALLAHASSEE POLICE DEPARTMENT POLICE OFFICER HAS NO POWER OR AUTHORITY TO ACT AS A POLICE OFFICER IN ANY PART OF LEON COUNTY LOCATED OUTSIDE THE CORPORATE LIMITS OF THE CITY OF TALLAHASSEE, AND ANY SUCH ACTION BY THE OFFICER WOULD BE SUBJECT TO REVIEW BY THE SHERIFF AS IF IT WERE THE ACTION OF A PRIVATE CITIZEN; AND

WHEREAS, PART I, CHAPTER 23, FLORIDA STATUTES, THE FLORIDA MUTUAL AID ACT, CONSTITUTES SUCH STATUTORY AUTHORIZATION BY CREATING A LAW ENFORCEMENT MUTUAL AID PLAN THAT PROVIDES FOR THE COORDINATION OF LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID ACROSS JURISDICTIONAL LINES; AND

WHEREAS, LAW ENFORCEMENT OFFICERS ACTING ON BEHALF OF THEIR AGENCY AND/OR RENDERING AID OUTSIDE THEIR JURISDICTION PURSUANT TO THE TERMS AND CONDITIONS OF A MUTUAL AID AGREEMENT HAVE THE SAME POWERS AS IF THEY WERE PERFORMING SUCH DUTIES WITHIN THEIR JURISDICTION; AND

WHEREAS, THE SHERIFF OF LEON COUNTY, FLORIDA AND THE CITY OF TALLAHASSEE POLICE DEPARTMENT ARE SO LOCATED IN RELATION TO EACH OTHER THAT IT IS TO THE ADVANTAGE OF EACH TO RECEIVE AND EXTEND MUTUAL AID IN THE FORM OF LAW ENFORCEMENT SERVICES AND RESOURCES TO ADEQUATELY RESPOND TO:

(1) VOLUNTARY COOPERATION - CONTINUING, MULTI-JURISDICTIONAL CRIMINAL ACTIVITY, SO AS TO PROTECT THE PUBLIC PEACE AND SAFETY, AND PRESERVE THE LIVES AND PROPERTY OF THE CITIZENS; AND,

(2) OPERATIONAL ASSISTANCE - INTENSIVE SITUATIONS INCLUDING, BUT NOT LIMITED TO, NATURAL OR MANMADE DISASTERS OR EMERGENCIES AS DEFINED UNDER SECTION 252.34, FLORIDA STATUTES; AND

WHEREAS, THE SHERIFF OF LEON COUNTY, FLORIDA AND THE CITY OF TALLAHASSEE POLICE DEPARTMENT HAVE THE AUTHORITY UNDER SECTION 23.12, FLORIDA STATUTES, et seq., THE FLORIDA MUTUAL AID ACT, TO ENTER INTO THIS MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICE WHICH:

(1) PERMITS VOLUNTARY COOPERATION AND ASSISTANCE OF A ROUTINE LAW ENFORCEMENT NATURE ACROSS JURISDICTIONAL LINES, AND

(2) PROVIDES FOR RENDERING OF OPERATIONAL ASSISTANCE IN INTENSIVE SITUATIONS INCLUDING, BUT NOT LIMITED TO, NATURAL OR MANMADE DISASTERS OR EMERGENCIES AS DEFINED UNDER SECTION 252.34, FLORIDA STATUTES.

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT, THE SHERIFF OF LEON COUNTY, FLORIDA (HEREINAFTER REFERRED TO AS THE SHERIFF) AND THE CITY OF TALLAHASSEE POLICE DEPARTMENT (HEREINAFTER REFERRED TO AS THE POLICE DEPARTMENT) AGREE AS FOLLOWS:

SECTION ONE: PROVISIONS FOR VOLUNTARY COOPERATION

1.1 THE SHERIFF AND THE POLICE DEPARTMENT HEREBY APPROVE AND ENTER INTO THIS AGREEMENT WHEREBY EACH MAY REQUEST AND RENDER LAW ENFORCEMENT ASSISTANCE TO THE OTHER IN DEALING WITH ANY VIOLATIONS OF FLORIDA STATUTES TO INCLUDE, BUT NOT NECESSARILY LIMITED TO, INVESTIGATING HOMICIDES, SEX OFFENSES, ROBBERIES, BURGLARIES, THEFTS, GAMBLING, MOTOR VEHICLE THEFTS, CONTROLLED SUBSTANCES VIOLATIONS, DUI VIOLATIONS, BACKUP SERVICES DURING PATROL ACTIVITIES, AND INTER-AGENCY TASK FORCES AND/OR JOINT INVESTIGATIONS. THIS SECTION SHALL NOT PREVENT THE SHERIFF FROM EXERCISING HIS/HER JURISDICTIONAL LAW ENFORCEMENT AUTHORITY WITHIN EITHER THE INCORPORATED OR UNINCORPORATED AREAS OF LEON COUNTY NOR SHALL IT ACT TO LIMIT SUCH AUTHORITY.

SECTION TWO: PROVISIONS FOR OPERATIONAL ASSISTANCE

2.1 THE SHERIFF AND THE POLICE DEPARTMENT HEREBY APPROVE AND ENTER INTO THIS AGREEMENT WHEREBY EACH MAY REQUEST AND RENDER LAW ENFORCEMENT ASSISTANCE TO THE OTHER IN DEALING WITH CIVIL DISTURBANCES, LAW ENFORCEMENT EMERGENCIES, LARGE PROTEST DEMONSTRATIONS, SPORTING EVENTS, PARADES, CONCERTS, AIRCRAFT DISASTERS, FIRES, HURRICANES, TORNADOES OR OTHER WEATHER-RELATED CRISES, NATURAL OR MANMADE DISASTERS, ESCAPES FROM DETENTION FACILITIES, INCIDENTS REQUIRING UTILIZATION OF SPECIALIZED UNITS, AND OTHER MAJOR LAW ENFORCEMENT PROBLEMS AND EMERGENCIES AS DEFINED IN SECTION 252.34, FLORIDA STATUTES. THIS SECTION SHALL NOT PREVENT THE SHERIFF FROM EXERCISING HIS/HER JURISDICTIONAL LAW ENFORCEMENT AUTHORITY WITHIN EITHER THE INCORPORATED OR UNINCORPORATED AREAS OF LEON COUNTY NOR SHALL IT LIMIT SUCH AUTHORITY.

SECTION THREE: PROCEDURE FOR REQUESTING/RENDERING ASSISTANCE

3.1 IN THE EVENT THAT THE SHERIFF IS IN NEED OF ASSISTANCE WITHIN THE UNINCORPORATED AREAS OF LEON COUNTY, AN AUTHORIZED REPRESENTATIVE OF THE SHERIFF SHALL NOTIFY THE POLICE DEPARTMENT'S DESIGNEE. THE POLICE DEPARTMENT'S AUTHORIZED AGENCY REPRESENTATIVE SHALL EVALUATE THE

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SITUATION AND THE AGENCY'S AVAILABLE RESOURCES, CONSULT WITH HIS/HER SUPERVISORS IF NECESSARY AND WILL RESPOND/RENDER ASSISTANCE IN A MANNER HE/SHE DEEMS APPROPRIATE.

3.1.1 THE SHERIFF OR HIS/HER DESIGNEE MAY DETERMINE WHO IS AUTHORIZED TO LEND ASSISTANCE IN THE UNINCORPORATED AREAS OF LEON COUNTY, FOR HOW LONG SUCH ASSISTANCE IS AUTHORIZED AND FOR WHAT PURPOSE SUCH AUTHORITY IS GRANTED. THIS AUTHORITY MAY BE GRANTED EITHER VERBALLY OR IN WRITING AS THE PARTICULAR SITUATION DICTATES.

3.2 IN THE EVENT THAT THE POLICE DEPARTMENT IS IN NEED OF ASSISTANCE WITHIN THE INCORPORATED AREAS OF LEON COUNTY, AN AUTHORIZED REPRESENTATIVE OF THE POLICE DEPARTMENT SHALL NOTIFY THE SHERIFF OR HIS/HER DESIGNEE. THE SHERIFF OR AUTHORIZED AGENCY REPRESENTATIVE SHALL EVALUATE THE SITUATION AND THE AGENCY'S AVAILABLE RESOURCES, CONSULT WITH HIS/HER SUPERVISORS IF NECESSARY AND WILL RESPOND/RENDER ASSISTANCE IN A MANNER HE/SHE DEEMS APPROPRIATE.

3.3 IN THE EVENT THAT THE SHERIFF IS IN NEED OF ASSISTANCE WITHIN THE INCORPORATED AREAS OF LEON COUNTY, AN AUTHORIZED REPRESENTATIVE OF THE SHERIFF SHALL NOTIFY THE POLICE DEPARTMENT'S DESIGNEE. THE POLICE DEPARTMENT'S AUTHORIZED REPRESENTATIVE SHALL EVALUATE THE SITUATION AND THE AGENCY'S AVAILABLE RESOURCES, CONSULT WITH HIS/HER SUPERVISORS IF NECESSARY AND WILL RESPOND/RENDER ASSISTANCE IN A MANNER HE/SHE DEEMS APPROPRIATE.

3.4 VOLUNTARY COOPERATION - SHOULD A SWORN POLICE DEPARTMENT OFFICER BE IN THE UNINCORPORATED AREAS OF LEON COUNTY FOR MATTERS OF A ROUTINE NATURE, SUCH AS TRAVELING THROUGH THE JURISDICTION ON ROUTINE BUSINESS, ATTENDING A MEETING OR GOING TO OR FROM WORK, AND A VIOLATION OF FLORIDA STATUTES OCCURS IN THE PRESENCE OF SAID PARTY, REPRESENTING HIS/HER RESPECTIVE AGENCY, HE/SHE SHALL BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH LAW AND THIS AGREEMENT. SHOULD ENFORCEMENT ACTION BE NECESSARY, SAID PARTY SHALL ~~IMMEDIATELY~~ NOTIFY THE SHERIFF OR HIS/HER DESIGNEE AS PRESCRIBED BELOW AND UPON THE LATTER'S ARRIVAL, TURN THE SITUATION OVER TO THE SHERIFF AND OFFER ANY ASSISTANCE REQUESTED INCLUDING, BUT NOT LIMITED TO, A FOLLOW-UP WRITTEN REPORT DOCUMENTING THE EVENT AND THE ACTIONS TAKEN. THIS PROVISION SO PRESCRIBED IN THIS PARAGRAPH IS NOT INTENDED TO GRANT GENERAL AUTHORITY TO CONDUCT INVESTIGATIONS ~~OR TO RESPOND WITHOUT REQUEST TO EMERGENCIES~~, BUT IS INTENDED TO ADDRESS CRITICAL, LIFE-THREATENING OR PUBLIC SAFETY SITUATIONS, PREVENT BODILY INJURY TO CITIZENS, OR SECURE APPREHENSION OF CRIMINALS WHOM THE OFFICER MAY ENCOUNTER. EXCEPT FOR THE PURPOSES NOTED BELOW, SWORN POLICE DEPARTMENT OFFICERS ARE NOT EMPOWERED UNDER THIS AGREEMENT TO TAKE LAW ENFORCEMENT ACTION IN AREAS OF LEON COUNTY THAT ARE OUTSIDE THE CITY LIMITS OF TALLAHASSEE WITHOUT THE PRIOR APPROVAL OF THE SHERIFF. EXAMPLES OF THE AUTHORITY GRANTED UNDER THIS SECTION ARE AS FOLLOWS:

3.4.1 BACKUP OFFICER: IN AN EMERGENCY SITUATION AN OFFICER IS EMPOWERED TO BACKUP A DEPUTY IN THE UNINCORPORATED AREAS OF LEON COUNTY WITHOUT FIRST OBTAINING PERMISSION FROM THE SHERIFF. THE OFFICER SHALL, PRIOR TO INITIATING ANY ACTION, NOTIFY HIS/HER

COMMUNICATIONS CENTER AND THE POLICE DEPARTMENT'S COMMUNICATIONS CENTER SHALL IMMEDIATELY NOTIFY THE SHERIFF'S COMMUNICATIONS CENTER. IN AN EMERGENCY SITUATION REQUIRING IMMEDIATE LAW ENFORCEMENT ACTION, NOTIFICATION TO THE SHERIFF MAY BE MADE AS SOON AS PRACTICABLE AFTER THE SITUATION HAS STABILIZED.

3.4.2 CRIME OCCURRING IN OFFICER'S PRESENCE: AN OFFICER WHO IS PASSING THROUGH THE UNINCORPORATED AREAS OF LEON COUNTY AND WITNESSES A FORCIBLE FELONY AS DEFINED BY SECTION 776.08, F.S., A CRIME OF VIOLENCE AGAINST A PERSON, OR ANY OTHER CRIME REQUIRING LAW ENFORCEMENT INTERVENTION, THE OFFICER IS EMPOWERED TO TAKE SUCH LAW ENFORCEMENT ACTION AS IS IMMEDIATELY NECESSARY TO PROTECT THE VICTIM(S) OR THE COMMUNITY FROM THE PERPETRATOR WITHOUT FIRST OBTAINING PERMISSION FROM THE SHERIFF. THE OFFICER SHALL, PRIOR TO INITIATING ANY ACTION, NOTIFY HIS/HER COMMUNICATIONS CENTER AND THE POLICE DEPARTMENT'S COMMUNICATIONS CENTER SHALL IMMEDIATELY NOTIFY THE SHERIFF'S COMMUNICATIONS CENTER. IN AN EMERGENCY SITUATION REQUIRING IMMEDIATE LAW ENFORCEMENT ACTION, NOTIFICATION TO THE SHERIFF MAY BE MADE AS SOON AS PRACTICABLE AFTER THE SITUATION HAS STABILIZED. CONTROL OF THE INCIDENT SHALL BE IMMEDIATELY RELINQUISHED TO THE FIRST DEPUTY WHO ARRIVES ON THE SCENE.

3.4.3 OFFICER INITIATED RESPONSE TO CALL FOR SERVICE IN UNINCORPORATED AREAS OF LEON COUNTY: IF AN OFFICER, WHILE MONITORING THE SHERIFF'S RADIO CHANNEL, HEARS AN EMERGENCY CALL FOR SERVICE BEING DISPATCHED TO A DEPUTY AND THE OFFICER IS IN AN AREA THAT WOULD ALLOW HIM/HER TO PROVIDE AN IMMEDIATE RESPONSE NECESSARY TO RENDER AID, THE OFFICER IS EMPOWERED TO PROVIDE A RESPONSE IN THE UNINCORPORATED AREAS OF LEON COUNTY WITHOUT FIRST OBTAINING PERMISSION FROM THE SHERIFF. THE OFFICER SHALL, PRIOR TO INITIATING ANY ACTION, NOTIFY HIS/HER COMMUNICATIONS CENTER AND THE POLICE DEPARTMENT'S COMMUNICATIONS CENTER SHALL IMMEDIATELY NOTIFY THE SHERIFF'S COMMUNICATIONS CENTER. CONTROL OF THE INCIDENT SHALL BE IMMEDIATELY RELINQUISHED TO THE FIRST DEPUTY WHO ARRIVES ON THE SCENE.

3.4.4 SHERIFF DISPATCHING OFFICER IN UNINCORPORATED AREAS OF LEON COUNTY - IN THE EVENT THE SHERIFF RECEIVES AN EMERGENCY CALL FOR SERVICE AND THE SHERIFF IS UNABLE TO PROVIDE AN IMMEDIATE RESPONSE, THE SHERIFF'S COMMUNICATIONS CENTER MAY SO ADVISE THE POLICE DEPARTMENT'S COMMUNICATIONS CENTER AND IF AN OFFICER IS IN A LOCATION THAT WOULD ALLOW HIM/HER TO PROVIDE AN IMMEDIATE RESPONSE, THE POLICE DEPARTMENT'S COMMUNICATIONS CENTER MAY ADVISE THE OFFICER TO SWITCH TO THE APPROPRIATE SHERIFF'S RADIO CHANNEL FOR THE PURPOSE OF BEING DISPATCHED TO THE EMERGENCY CALL BY THE SHERIFF'S COMMUNICATIONS CENTER. THE SHERIFF'S COMMUNICATIONS CENTER SHALL KEEP THE POLICE DEPARTMENT'S COMMUNICATIONS CENTER ADVISED OF THE OFFICER'S ACTIONS. CONTROL OF THE INCIDENT SHALL BE IMMEDIATELY RELINQUISHED TO THE FIRST DEPUTY WHO ARRIVES ON THE SCENE. THIS PARAGRAPH DOES NOT GRANT GENERAL AUTHORITY TO THE POLICE DEPARTMENT'S COMMUNICATIONS

CENTER TO DISPATCH SWORN POLICE DEPARTMENT OFFICERS IN THE UNINCORPORATED AREAS OF THE LEON COUNTY. SUCH AUTHORITY IS LIMITED TO SITUATIONS AS DESCRIBED ABOVE IN PARAGRAPH 3.4.5.

3.4.5 POLICE DEPARTMENT DISPATCHING DEPUTY INSIDE CITY OF TALLAHASSEE: IN TH EVENT THE POLICE DEPARTMENT RECEIVES AN EMERGENCY CALL FOR SERVICE AND THE POLICE DEPARTMENT IS UNABLE TO PROVIDE AN IMMEDIATE RESPONSE, THE POLICE DEPARTMENT'S COMMUNICATIONS CENTER MAY SO ADVISE THE SHERIFF'S COMMUNICATIONS CENTER AND IF A DEPUTY IS IN A LOCATION THAT WOULD ALLOW HIM/HER TO PROVIDE AN IMMEDIATE RESPONSE, THE SHERIFF'S COMMUNICATIONS CENTER MAY ADVISE THE DEPUTY TO SWITCH TO THE APPROPRIATE POLICE DEPARTMENT'S RADIO CHANNEL FOR THE PURPOSE OF BEING DISPATCHED TO THE EMERGENCY CALL BY THE POLICE DEPARTMENT'S COMMUNICATIONS CENTER. THE POLICE DEPARTMENT'S COMMUNICATIONS CENTER SHALL KEEP THE SHERIFF'S COMMUNICATIONS CENTER ADVISED OF THE DEPUTY'S ACTIONS. CONTROL OF THE EMERGENCY INCIDENT SHALL BE RELINQUISHED TO THE FIRST OFFICER WHO ARRIVES ON SCENE. IF WHILE ASSISTING THE POLICE DEPARTMENT WITH AN EMERGENCY CALL FOR SERVICE A SEPARATE MISDEMEANOR OR FELONY OCCURS INVOLVING THE DEPUTY (e.g., RESISTING WITH VIOLENCE), THE SHERIFF SHALL BE IN CONTROL OF AND BE RESPONSIBLE FOR THAT INVESTIGATION.

3.5 OPERATIONAL ASSISTANCE -IN THE EVENT THAT IT IS NECESSARY FOR THE POLICE DEPARTMENT TO TAKE ANY PLANNED LAW ENFORCEMENT RELATED ACTION WITHIN THE UNINCORPORATED AREAS OF LEON COUNTY, AN AUTHORIZED REPRESENTATIVE OF THE POLICE DEPARTMENT SHALL NOTIFY THE SHERIFF OR HIS/HER DESIGNEE PRIOR TO TAKING SUCH ACTION. THE SHERIFF OR AUTHORIZED AGENCY REPRESENTATIVE SHALL EVALUATE THE SITUATION AND THE AGENCY'S AVAILABLE RESOURCES, CONSULT WITH HIS/HER SUPERVISORS IF NECESSARY AND WILL RESPOND/RENDER ASSISTANCE IN A MANNER HE/SHE DEEMS APPROPRIATE. NO OFFICER OF THE POLICE DEPARTMENT SHALL BE EMPOWERED UNDER THIS PARAGRAPH TO OPERATE IN THE UNINCORPORATED AREAS OF LEON COUNTY WITHOUT PRIOR REQUEST AND APPROVAL OF THE SHERIFF OR HIS/HER DESIGNEE AS HERETOFORE PROVIDED. THE SHERIFF'S DECISION IN THESE MATTERS SHALL BE FINAL.

3.6 POLICE DEPARTMENT OFFICERS ASSIGNED TO TASK FORCE OPERATIONS PURSUANT TO SUCH AGREEMENTS SHALL BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND TAKE ENFORCEMENT ACTION IN ACCORDANCE WITH SUCH AGREEMENTS AND THE LAW.

SECTION FOUR: COMMAND AND SUPERVISORY RESPONSIBILITY

4.1 THE PERSONNEL AND EQUIPMENT THAT ARE ASSIGNED BY THE ASSISTING AGENCY HEAD SHALL BE UNDER THE IMMEDIATE SUPERVISION OF A SUPERVISING OFFICER DESIGNATED BY THE ASSISTING AGENCY HEAD. THE CHAIN OF COMMAND OF THE SUPERVISING OFFICER SHALL BE AS FOLLOWS:

4.1.1 IF THE POLICE DEPARTMENT IS THE ASSISTING AGENCY AND SUCH ASSISTANCE IS BEING PROVIDED WITHIN THE UNINCORPORATED AREAS OF LEON COUNTY, SUCH SUPERVISING OFFICER SHALL BE UNDER THE COMMAND OF THE SHERIFF OR HIS/HER DESIGNEE.

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4.1.2 IF THE SHERIFF IS THE ASSISTING AGENCY AND SUCH ASSISTANCE IS BEING PROVIDED WITHIN THE INCORPORATED AREAS OF LEON COUNTY, SUCH SUPERVISING OFFICER SHALL BE UNDER THE COMMAND OF THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE POLICE DEPARTMENT.

4.1.3 IF THE POLICE DEPARTMENT IS THE ASSISTING AGENCY AND SUCH ASSISTANCE IS BEING PROVIDED WITHIN THE INCORPORATED AREAS OF LEON COUNTY, SUCH SUPERVISING OFFICER SHALL BE UNDER THE COMMAND OF THE SHERIFF OR HIS/HER DESIGNEE.

4.1.4 SUPERVISING OFFICERS RENDERING ASSISTANCE PURSUANT TO SECTION 3.5 AND 3.6, SHALL BE UNDER THE COMMAND OF THE SHERIFF OR HIS/HER DESIGNEE.

4.2 WHENEVER A DEPUTY SHERIFF, POLICE OFFICER OR OTHER APPOINTEE IS RENDERING ASSISTANCE PURSUANT TO THIS AGREEMENT, THE DEPUTY SHERIFF, POLICE OFFICER OR OTHER APPOINTEE SHALL ABIDE BY AND BE SUBJECT TO THE RULES AND REGULATIONS, PERSONNEL POLICIES, GENERAL ORDERS AND STANDARD OPERATING PROCEDURES OF HIS/HER OWN EMPLOYING AGENCY. IF ANY SUCH RULE, REGULATION, PERSONNEL POLICY, GENERAL ORDER OR STANDARD OPERATING PROCEDURE IS CONTRADICTED, CONTRAVENED OR OTHERWISE IN CONFLICT WITH A DIRECT ORDER OF A SUPERIOR DEPUTY SHERIFF/OFFICER OF THE REQUESTING AGENCY, THEN SUCH RULE REGULATION, PERSONNEL POLICY, GENERAL ORDER OR STANDARD OPERATING PROCEDURE SHALL CONTROL AND SHALL SUPERSEDE THE DIRECT ORDER.

4.3 HANDLING COMPLAINTS: WHENEVER THERE IS CAUSE TO BELIEVE THAT A COMPLAINT HAS ARISEN AS A RESULT OF A COOPERATIVE EFFORT AS IT MAY PERTAIN TO THIS AGREEMENT, THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE REQUESTING AGENCY SHALL BE RESPONSIBLE FOR THE DOCUMENTATION OF SAID COMPLAINT TO ASCERTAIN AT A MINIMUM:

i. THE IDENTITY OF THE COMPLAINANT.
ii. AN ADDRESS WHERE THE COMPLAINING PARTY CAN BE CONTACTED.
iii. THE SPECIFIC ALLEGATION.
iv. THE IDENTITY OF THE EMPLOYEES ACCUSED WITHOUT REGARD AS TO AGENCY AFFILIATION.

4.4 IF IT IS DETERMINED THAT THE ACCUSED IS AN EMPLOYEE OF THE ASSISTING AGENCY, THE ABOVE INFORMATION, WITH ALL PERTINENT DOCUMENTATION GATHERED DURING THE RECEIPT AND PROCESSING OF THE COMPLAINT, SHALL BE FORWARDED WITHOUT DELAY TO THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE ASSISTING AGENCY FOR ADMINISTRATIVE REVIEW. THE REQUESTING AGENCY MAY CONDUCT A REVIEW OF THE COMPLAINT TO DETERMINE IF ANY FACTUAL BASIS FOR THE COMPLAINT EXISTS AND/OR WHETHER ANY OF THE EMPLOYEES OF THE REQUESTING AGENCY VIOLATED ANY OF THEIR AGENCY'S POLICIES OR PROCEDURES.

4.5 IN ACCORDANCE WITH SECTION 30.15, FLORIDA STATUTES, THE SHERIFF OR HIS/HER DESIGNEE SHALL HAVE THE AUTHORITY TO RAISE THE POWER OF THE COUNTY AND COMMAND ANY PERSON TO ASSIST HIM/HER, WHEN NECESSARY, IN THE EXECUTION OF THE DUTIES OF HIS/HER OFFICE.

SECTION FIVE: LIABILITY

5.1 EACH PARTY ENGAGING IN ANY MUTUAL COOPERATION AND ASSISTANCE, PURSUANT TO THIS AGREEMENT, TO THE EXTENT LIMITED BY FLORIDA LAW, AGREES TO ASSUME RESPONSIBILITY FOR THE ACTS, OMISSIONS, OR CONDUCT OF SUCH PARTY'S OWN EMPLOYEES WHILE ENGAGED IN RENDERING SUCH AID PURSUANT TO THIS AGREEMENT, SUBJECT TO THE PROVISIONS OF SECTION 768.28, FLORIDA STATUTES, WHERE APPLICABLE.

SECTION SIX: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

6.1 EMPLOYEES OF THE POLICE DEPARTMENT 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. ANY POLICE DEPARTMENT EMPLOYEE ACTING OUTSIDE THE JURISDICTIONAL LIMITS OF THE INCORPORATED AREAS WITHIN LEON COUNTY, WITHOUT THE REQUEST OR APPROVAL OF THE SHERIFF OR HIS DESIGNEE, SHALL NOT BE COVERED BY THIS AGREEMENT.

6.2 EACH PARTY AGREES TO FURNISH NECESSARY PERSONNEL, EQUIPMENT, RESOURCES AND FACILITIES AND TO RENDER SERVICES TO EACH OTHER PARTY TO THE AGREEMENT AS SET FORTH ABOVE; PROVIDED, HOWEVER, THAT NO PARTY SHALL BE REQUIRED TO DEPLETE UNREASONABLY ITS OWN PERSONNEL, EQUIPMENT, RESOURCES, FACILITIES, AND SERVICES IN FURNISHING SUCH MUTUAL AID.

6.3 THE PARTY 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.

6.4 THE PARTY FURNISHING AID PURSUANT TO THIS AGREEMENT SHALL COMPENSATE ITS APPOINTEES/EMPLOYEES DURING THE TIME SUCH AID IS RENDERED AND SHALL DEFRAY THE ACTUAL TRAVEL AND MAINTENANCE EXPENSES OF ITS EMPLOYEES WHILE THEY ARE RENDERING SUCH AID, INCLUDING ANY AMOUNTS PAID OR DUE FOR COMPENSATION DUE TO PERSONAL INJURY OR DEATH WHILE SUCH EMPLOYEES ARE ENGAGED IN RENDERING SUCH AID.

6.5 THE PRIVILEGES AND IMMUNITIES FROM LIABILITY, EXEMPTION FROM LAWS, ORDINANCES AND RULES, AND ALL PENSION, INSURANCE, RELIEF, DISABILITY, WORKERS' COMPENSATION, SALARY, DEATH AND OTHER BENEFITS THAT APPLY TO THE ACTIVITY OF AN EMPLOYEE OF AN AGENCY WHEN PERFORMING THE EMPLOYEE'S DUTIES WITHIN THE JURISDICTIONAL LIMITS OF THE EMPLOYEE'S AGENCY APPLY TO THE EMPLOYEE TO THE SAME DEGREE, MANNER, AND EXTENT WHILE ENGAGED IN THE PERFORMANCE OF THE EMPLOYEE'S DUTIES OUTSIDE THE AGENCY'S JURISDICTIONAL LIMITS UNDER THE PROVISIONS OF THIS MUTUAL AID AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL APPLY WITH EQUAL EFFECT TO PAID, VOLUNTEER, AND AUXILIARY EMPLOYEES.

6.6 NOTHING HEREIN SHALL PREVENT THE REQUESTING AGENCY FROM REQUESTING SUPPLEMENTAL APPROPRIATIONS FROM THE GOVERNING AUTHORITY HAVING

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BUDGETING JURISDICTION TO REIMBURSE THE ASSISTING AGENCY FOR ANY ACTUAL COSTS OR EXPENSES INCURRED BY THE ASSISTING AGENCY PERFORMING HEREUNDER.

6.7 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.

SECTION SEVEN: LIABILITY INSURANCE

7.1 EACH PARTY SHALL PROVIDE SATISFACTORY PROOF OF LIABILITY INSURANCE BY ONE OR MORE OF THE MEANS SPECIFIED IN SECTION 768.28(15)(a), FLORIDA STATUTES, IN AN AMOUNT WHICH IS, IN THE JUDGMENT OF THE GOVERNING BODY OF THAT PARTY, AT LEAST ADEQUATE TO COVER THE RISK TO WHICH THAT PARTY MAY BE EXPOSED. SHOULD THE INSURANCE COVERAGE, HOWEVER PROVIDED, OF ANY PARTY BE CANCELED OR UNDERGO MATERIAL CHANGE, THAT PARTY SHALL NOTIFY ALL PARTIES TO THIS AGREEMENT OF SUCH CHANGE WITHIN TEN (10) DAYS OF RECEIPT OF NOTICE OR ACTUAL KNOWLEDGE OF SUCH CHANGE.

SECTION EIGHT: FORFEITURE PROVISIONS

8.1 IN THE EVENT AN AGENCY SEIZES ANY REAL PROPERTY, VESSEL, MOTOR VEHICLE, AIRCRAFT, CURRENCY OR OTHER PROPERTY PURSUANT TO THE FLORIDA CONTRABAND FORFEITURE ACT DURING THE PERFORMANCE OF THIS AGREEMENT, THE AGENCY REQUESTING ASSISTANCE IN THE CASE OF REQUESTED OPERATIONAL ASSISTANCE AND THE SEIZING AGENCY IN THE CASE OF VOLUNTARY COOPERATION SHALL BE RESPONSIBLE FOR MAINTAINING ANY FORFEITURE ACTION PURSUANT TO CHAPTER 932, FLORIDA STATUTES. THE AGENCY PURSUING THE FORFEITURE ACTION SHALL HAVE THE EXCLUSIVE RIGHT TO CONTROL AND THE RESPONSIBILITY TO MAINTAIN THE PROPERTY IN ACCORDANCE WITH CHAPTER 932, FLORIDA STATUTES, TO INCLUDE, BUT NOT BE LIMITED TO, THE COMPLETE DISCRETION TO BRING THE ACTION OR DISMISS THE ACTION.

8.2 ALL PROCEEDS FROM FORFEITED PROPERTY SEIZED AS A RESULT OF OR IN ACCORDANCE WITH THIS AGREEMENT SHALL BE DIVIDED EQUALLY BETWEEN THE PARTIES, LESS THE COSTS ASSOCIATED WITH THE FORFEITURE ACTION.

SECTION NINE: SHERIFF, DESIGNEE OR AUTHORIZED AGENCY REPRESENTATIVE:

9.1 THE SHERIFF AND SHERIFF'S DESIGNEE OR AUTHORIZED AGENCY REPRESENTATIVE AS PERTAINS TO THIS AGREEMENT SHALL BE THE FOLLOWING PERSONS:

i. SHERIFF
ii. MAJOR
iii. CAPTAIN
iv. SHIFT COMMANDER

9.2 THE POLICE DEPARTMENT'S DESIGNEE OR AUTHORIZED AGENCY REPRESENTATIVE AS PERTAINS TO THIS AGREEMENT SHALL BE THE FOLLOWING PERSONS:

i. CHIEF OF POLICE
ii. DEPUTY CHIEF OF POLICE
iii. CAPTAIN

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iv. WATCH COMMANDER

SECTION TEN: EFFECTIVE DATE

10.1 THIS AGREEMENT SHALL TAKE EFFECT UPON EXECUTION AND APPROVAL BY THE HEREINAFTER NAMED OFFICIALS AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL JANUARY 1, 2009, UNLESS CANCELED PRIOR THERETO BY ANY OR ALL OF THE PARTIES HEREIN. UNDER NO CIRCUMSTANCES MAY THIS AGREEMENT BE RENEWED, AMENDED, OR EXTENDED EXCEPT IN WRITING.

10.2 IN THE EVENT A SHERIFF OTHER THAN THE UNDERSIGNED SHERIFF TAKES OFFICE PRIOR TO JANUARY 1, 2009, THIS AGREEMENT SHALL BECOME VOID AND THE PARTIES SHALL BE REQUIRED TO EXECUTE A NEW AGREEMENT.

SECTION ELEVEN: CANCELLATION

11.1 ANY PARTY MAY CANCEL ITS PARTICIPATION IN THIS AGREEMENT WITHOUT CAUSE UPON DELIVERY OF WRITTEN NOTICE TO THE OTHER PARTY. CANCELLATION WILL BE AT THE DIRECTION OF ANY ONE OF THE BELOW SUBSCRIBING PARTIES.

11.2 ANY PARTY MAY IMMEDIATELY CANCEL ITS PARTICIPATION IN THIS AGREEMENT BY VERBAL NOTICE FOR A VIOLATION OF THE TERMS AND CONDITIONS CONTAINED HEREIN. UPON SUCH CANCELLATION, A WRITTEN NOTICE SHALL BE DELIVERED TO THE OTHER PARTY AS SOON AS PRACTICABLE.

SIGNATORY PAGE

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED BY THEIR DULY AUTHORIZED OFFICERS ON THE DATE SPECIFIED.

SHERIFF OF LEON COUNTY, FLORIDA

_____
LARRY CAMPBELL, SHERIFF
DATE: _____

CITY OF TALLAHASSEE

_____
ANITA R. FAVORSTHOMPSON, CITY MANAGER
DATE: _____

_____
WALTER A. MCNEIL, CHIEF OF POLICE
DATE: _____

ATTEST:

_____
GARY HERNDON
CITY TREASURER - CLERK
DATE: _____

APPROVED AS TO FORM:

_____
PATRICK E. HURLEY
ASSISTANT CITY ATTORNEY
DATE: _____

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No. 999416 SCANNED

SHERIFF OF LEON COUNTY, FLORIDA
(also known as the)
LEON COUNTY SHERIFF'S OFFICE
AND
CITY OF TALLAHASSEE (POLICE DEPARTMENT)

COMBINED
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

MUTUAL AID AGREEMENT

WITNESSETH

WHEREAS, THE SHERIFF OF LEON COUNTY, FLORIDA AS THE CHIEF LAW ENFORCEMENT OFFICER IN LEON COUNTY HAS LAW ENFORCEMENT JURISDICTION, POWER AND AUTHORITY WITHIN THE INCORPORATED AND UNINCORPORATED AREAS OF LEON COUNTY; AND

WHEREAS, THE POWERS OF A MUNICIPALITY, INCLUDING ITS POLICE POWERS, GENERALLY CEASE AT THE MUNICIPAL BOUNDARIES AND CANNOT, ABSENT STATUTORY AUTHORIZATION, BE EXERCISED OUTSIDE THE CITY'S LIMITS; AND

WHEREAS, IN THE ABSENCE OF STATUTORY AUTHORIZATION, A CITY OF TALLAHASSEE POLICE DEPARTMENT POLICE OFFICER HAS NO POWER OR AUTHORITY TO ACT AS A POLICE OFFICER IN ANY PART OF LEON COUNTY LOCATED OUTSIDE THE CORPORATE LIMITS OF THE CITY OF TALLAHASSEE, AND ANY SUCH ACTION BY THE OFFICER WOULD BE SUBJECT TO REVIEW BY THE SHERIFF AS IF IT WERE THE ACTION OF A PRIVATE CITIZEN; AND

WHEREAS, PART I, CHAPTER 23, FLORIDA STATUTES, THE FLORIDA MUTUAL AID ACT, CONSTITUTES SUCH STATUTORY AUTHORIZATION BY CREATING A LAW ENFORCEMENT MUTUAL AID PLAN THAT PROVIDES FOR THE COORDINATION OF LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID ACROSS JURISDICTIONAL LINES; AND

WHEREAS, LAW ENFORCEMENT OFFICERS ACTING ON BEHALF OF THEIR AGENCY AND/OR RENDERING AID OUTSIDE THEIR JURISDICTION PURSUANT TO THE TERMS AND CONDITIONS OF A MUTUAL AID AGREEMENT HAVE THE SAME POWERS AS IF THEY WERE PERFORMING SUCH DUTIES WITHIN THEIR JURISDICTION; AND

WHEREAS, THE SHERIFF OF LEON COUNTY, FLORIDA AND THE CITY OF TALLAHASSEE POLICE DEPARTMENT ARE SO LOCATED IN RELATION TO EACH OTHER THAT IT IS TO THE ADVANTAGE OF EACH TO RECEIVE AND EXTEND MUTUAL AID IN THE FORM OF LAW ENFORCEMENT SERVICES AND RESOURCES TO ADEQUATELY RESPOND TO:

(1) VOLUNTARY COOPERATION - CONTINUING, MULTI-JURISDICTIONAL CRIMINAL ACTIVITY, SO AS TO PROTECT THE PUBLIC PEACE AND SAFETY, AND PRESERVE THE LIVES AND PROPERTY OF THE CITIZENS; AND,

(2) OPERATIONAL ASSISTANCE - INTENSIVE SITUATIONS INCLUDING, BUT NOT LIMITED TO, NATURAL OR MANMADE DISASTERS OR EMERGENCIES AS DEFINED UNDER SECTION 252.34, FLORIDA STATUTES; AND

WHEREAS, THE SHERIFF OF LEON COUNTY, FLORIDA AND THE CITY OF TALLAHASSEE POLICE DEPARTMENT HAVE THE AUTHORITY UNDER SECTION 23.12, FLORIDA STATUTES, et seq., THE FLORIDA MUTUAL AID ACT, TO ENTER INTO THIS MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICE WHICH:

(1) PERMITS VOLUNTARY COOPERATION AND ASSISTANCE OF A ROUTINE LAW ENFORCEMENT NATURE ACROSS JURISDICTIONAL LINES, AND

(2) PROVIDES FOR RENDERING OF OPERATIONAL ASSISTANCE IN INTENSIVE SITUATIONS INCLUDING, BUT NOT LIMITED TO, NATURAL OR MANMADE DISASTERS OR EMERGENCIES AS DEFINED UNDER SECTION 252.34, FLORIDA STATUTES.

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT, THE SHERIFF OF LEON COUNTY, FLORIDA (HEREINAFTER REFERRED TO AS THE SHERIFF) AND THE CITY OF TALLAHASSEE POLICE DEPARTMENT (HEREINAFTER REFERRED TO AS THE POLICE DEPARTMENT) AGREE AS FOLLOWS:

SECTION ONE: PROVISIONS FOR VOLUNTARY COOPERATION

1.1 THE SHERIFF AND THE POLICE DEPARTMENT HEREBY APPROVE AND ENTER INTO THIS AGREEMENT WHEREBY EACH MAY REQUEST AND RENDER LAW ENFORCEMENT ASSISTANCE TO THE OTHER IN DEALING WITH ANY VIOLATIONS OF FLORIDA STATUTES TO INCLUDE, BUT NOT NECESSARILY LIMITED TO, INVESTIGATING HOMICIDES, SEX OFFENSES, ROBBERIES, BURGLARIES, THEFTS, GAMBLING, MOTOR VEHICLE THEFTS, CONTROLLED SUBSTANCES VIOLATIONS, DUI VIOLATIONS, BACKUP SERVICES DURING PATROL ACTIVITIES, AND INTER-AGENCY TASK FORCES AND/OR JOINT INVESTIGATIONS. THIS SECTION SHALL NOT PREVENT THE SHERIFF FROM EXERCISING HIS/HER JURISDICTIONAL LAW ENFORCEMENT AUTHORITY WITHIN EITHER THE INCORPORATED OR UNINCORPORATED AREAS OF LEON COUNTY NOR SHALL IT ACT TO LIMIT SUCH AUTHORITY.

SECTION TWO: PROVISIONS FOR OPERATIONAL ASSISTANCE

2.1 THE SHERIFF AND THE POLICE DEPARTMENT HEREBY APPROVE AND ENTER INTO THIS AGREEMENT WHEREBY EACH MAY REQUEST AND RENDER LAW ENFORCEMENT ASSISTANCE TO THE OTHER IN DEALING WITH CIVIL DISTURBANCES, LAW ENFORCEMENT EMERGENCIES, LARGE PROTEST DEMONSTRATIONS, SPORTING EVENTS, PARADES, CONCERTS, AIRCRAFT DISASTERS, FIRES, HURRICANES, TORNADOES OR OTHER WEATHER-RELATED CRISES, NATURAL OR MANMADE DISASTERS, ESCAPES FROM DETENTION FACILITIES, INCIDENTS REQUIRING UTILIZATION OF SPECIALIZED UNITS, AND OTHER MAJOR LAW ENFORCEMENT PROBLEMS AND EMERGENCIES AS DEFINED IN SECTION 252.34, FLORIDA STATUTES. THIS SECTION SHALL NOT PREVENT THE SHERIFF FROM EXERCISING HIS/HER JURISDICTIONAL LAW ENFORCEMENT AUTHORITY WITHIN EITHER THE INCORPORATED OR UNINCORPORATED AREAS OF LEON COUNTY NOR SHALL IT LIMIT SUCH AUTHORITY.

SECTION THREE: PROCEDURE FOR REQUESTING/RENDERING ASSISTANCE

3.1 IN THE EVENT THAT THE SHERIFF IS IN NEED OF ASSISTANCE WITHIN THE UNINCORPORATED AREAS OF LEON COUNTY, AN AUTHORIZED REPRESENTATIVE OF THE SHERIFF SHALL NOTIFY THE POLICE DEPARTMENT'S DESIGNEE. THE POLICE DEPARTMENT'S AUTHORIZED AGENCY REPRESENTATIVE SHALL EVALUATE THE

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SITUATION AND THE AGENCY'S AVAILABLE RESOURCES, CONSULT WITH HIS/HER SUPERVISORS IF NECESSARY AND WILL RESPOND/RENDER ASSISTANCE IN A MANNER HE/SHE DEEMS APPROPRIATE.

3.1.1 THE SHERIFF OR HIS/HER DESIGNEE MAY DETERMINE WHO IS AUTHORIZED TO LEND ASSISTANCE IN THE UNINCORPORATED AREAS OF LEON COUNTY, FOR HOW LONG SUCH ASSISTANCE IS AUTHORIZED AND FOR WHAT PURPOSE SUCH AUTHORITY IS GRANTED. THIS AUTHORITY MAY BE GRANTED EITHER VERBALLY OR IN WRITING AS THE PARTICULAR SITUATION DICTATES.

3.2 IN THE EVENT THAT THE POLICE DEPARTMENT IS IN NEED OF ASSISTANCE WITHIN THE INCORPORATED AREAS OF LEON COUNTY, AN AUTHORIZED REPRESENTATIVE OF THE POLICE DEPARTMENT SHALL NOTIFY THE SHERIFF OR HIS/HER DESIGNEE. THE SHERIFF OR AUTHORIZED AGENCY REPRESENTATIVE SHALL EVALUATE THE SITUATION AND THE AGENCY'S AVAILABLE RESOURCES, CONSULT WITH HIS/HER SUPERVISORS IF NECESSARY AND WILL RESPOND/RENDER ASSISTANCE IN A MANNER HE/SHE DEEMS APPROPRIATE.

3.3 IN THE EVENT THAT THE SHERIFF IS IN NEED OF ASSISTANCE WITHIN THE INCORPORATED AREAS OF LEON COUNTY, AN AUTHORIZED REPRESENTATIVE OF THE SHERIFF SHALL NOTIFY THE POLICE DEPARTMENT'S DESIGNEE. THE POLICE DEPARTMENT'S AUTHORIZED REPRESENTATIVE SHALL EVALUATE THE SITUATION AND THE AGENCY'S AVAILABLE RESOURCES, CONSULT WITH HIS/HER SUPERVISORS IF NECESSARY AND WILL RESPOND/RENDER ASSISTANCE IN A MANNER HE/SHE DEEMS APPROPRIATE.

3.4 SHOULD A SWORN POLICE DEPARTMENT OFFICER BE IN THE UNINCORPORATED AREAS OF LEON COUNTY FOR MATTERS OF A ROUTINE NATURE, SUCH AS TRAVELING THROUGH THE JURISDICTION ON ROUTINE BUSINESS, ATTENDING A MEETING OR GOING TO OR FROM WORK, AND A VIOLATION OF FLORIDA STATUTES OCCURS IN THE PRESENCE OF SAID PARTY, REPRESENTING HIS/HER RESPECTIVE AGENCY, HE/SHE SHALL BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH LAW. SHOULD ENFORCEMENT ACTION BE NECESSARY, SAID PARTY SHALL IMMEDIATELY NOTIFY THE SHERIFF OR HIS/HER DESIGNEE AND UPON THE LATTER'S ARRIVAL, TURN THE SITUATION OVER TO THE SHERIFF AND OFFER ANY ASSISTANCE REQUESTED INCLUDING, BUT NOT LIMITED TO, A FOLLOW-UP WRITTEN REPORT DOCUMENTING THE EVENT AND THE ACTIONS TAKEN. THIS PROVISION SO PRESCRIBED IN THIS PARAGRAPH IS NOT INTENDED TO GRANT GENERAL AUTHORITY TO CONDUCT INVESTIGATIONS OR TO RESPOND WITHOUT REQUEST TO EMERGENCIES, BUT IS INTENDED TO ADDRESS CRITICAL, LIFE-THREATENING OR PUBLIC SAFETY SITUATIONS, PREVENT BODILY INJURY TO CITIZENS, OR SECURE APPREHENSION OF CRIMINALS WHOM THE OFFICER MAY ENCOUNTER.

3.5 IN THE EVENT THAT IT IS NECESSARY FOR THE POLICE DEPARTMENT TO TAKE ANY PLANNED LAW ENFORCEMENT RELATED ACTION WITHIN THE UNINCORPORATED AREAS OF LEON COUNTY, AN AUTHORIZED REPRESENTATIVE OF THE POLICE DEPARTMENT SHALL NOTIFY THE SHERIFF OR HIS/HER DESIGNEE PRIOR TO TAKING SUCH ACTION. THE SHERIFF OR AUTHORIZED AGENCY REPRESENTATIVE SHALL EVALUATE THE SITUATION AND THE AGENCY'S AVAILABLE RESOURCES, CONSULT WITH HIS/HER SUPERVISORS IF NECESSARY AND WILL RESPOND/RENDER ASSISTANCE IN A MANNER HE/SHE DEEMS APPROPRIATE. NO OFFICER OF THE POLICE DEPARTMENT SHALL BE EMPOWERED UNDER THIS PARAGRAPH TO

OPERATE IN THE UNINCORPORATED AREAS OF LEON COUNTY WITHOUT PRIOR REQUEST AND APPROVAL OF THE SHERIFF OR HIS/HER DESIGNEE AS HERETOFORE PROVIDED. THE SHERIFF'S DECISION IN THESE MATTERS SHALL BE FINAL.

3.6 POLICE DEPARTMENT OFFICERS ASSIGNED TO TASK FORCE OPERATIONS PURSUANT TO SUCH AGREEMENTS SHALL BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND TAKE ENFORCEMENT ACTION IN ACCORDANCE WITH SUCH AGREEMENTS AND THE LAW.

SECTION FOUR: COMMAND AND SUPERVISORY RESPONSIBILITY

4.1 THE PERSONNEL AND EQUIPMENT THAT ARE ASSIGNED BY THE ASSISTING AGENCY HEAD SHALL BE UNDER THE IMMEDIATE SUPERVISION OF A SUPERVISING OFFICER DESIGNATED BY THE ASSISTING AGENCY HEAD. THE CHAIN OF COMMAND OF THE SUPERVISING OFFICER SHALL BE AS FOLLOWS:

4.1.1 IF THE POLICE DEPARTMENT IS THE ASSISTING AGENCY AND SUCH ASSISTANCE IS BEING PROVIDED WITHIN THE UNINCORPORATED AREAS OF LEON COUNTY, SUCH SUPERVISING OFFICER SHALL BE UNDER THE COMMAND OF THE SHERIFF OR HIS/HER DESIGNEE.

4.1.2 IF THE SHERIFF IS THE ASSISTING AGENCY AND SUCH ASSISTANCE IS BEING PROVIDED WITHIN THE INCORPORATED AREAS OF LEON COUNTY, SUCH SUPERVISING OFFICER SHALL BE UNDER THE COMMAND OF THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE POLICE DEPARTMENT.

4.1.3 IF THE POLICE DEPARTMENT IS THE ASSISTING AGENCY AND SUCH ASSISTANCE IS BEING PROVIDED WITHIN THE INCORPORATED AREAS OF LEON COUNTY, SUCH SUPERVISING OFFICER SHALL BE UNDER THE COMMAND OF THE SHERIFF OR HIS/HER DESIGNEE.

4.1.4 SUPERVISING OFFICERS RENDERING ASSISTANCE PURSUANT TO SECTION 3.5 AND 3.6, SHALL BE UNDER THE COMMAND OF THE SHERIFF OR HIS/HER DESIGNEE.

4.2 WHENEVER A DEPUTY SHERIFF, POLICE OFFICER OR OTHER APPOINTEE IS RENDERING ASSISTANCE PURSUANT TO THIS AGREEMENT, THE DEPUTY SHERIFF, POLICE OFFICER OR OTHER APPOINTEE SHALL ABIDE BY AND BE SUBJECT TO THE RULES AND REGULATIONS, PERSONNEL POLICIES, GENERAL ORDERS AND STANDARD OPERATING PROCEDURES OF HIS/HER OWN EMPLOYING AGENCY. IF ANY SUCH RULE, REGULATION, PERSONNEL POLICY, GENERAL ORDER OR STANDARD OPERATING PROCEDURE IS CONTRADICTED, CONTRAVENED OR OTHERWISE IN CONFLICT WITH A DIRECT ORDER OF A SUPERIOR DEPUTY SHERIFF/OFFICER OF THE REQUESTING AGENCY, THEN SUCH RULE REGULATION, PERSONNEL POLICY, GENERAL ORDER OR STANDARD OPERATING PROCEDURE SHALL CONTROL AND SHALL SUPERSEDE THE DIRECT ORDER.

4.3 HANDLING COMPLAINTS: WHENEVER THERE IS CAUSE TO BELIEVE THAT A COMPLAINT HAS ARISEN AS A RESULT OF A COOPERATIVE EFFORT AS IT MAY PERTAIN TO THIS AGREEMENT, THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE REQUESTING AGENCY SHALL BE RESPONSIBLE FOR THE DOCUMENTATION OF SAID COMPLAINT TO ASCERTAIN AT A MINIMUM:

i. THE IDENTITY OF THE COMPLAINANT.
ii. AN ADDRESS WHERE THE COMPLAINING PARTY CAN BE CONTACTED.
iii. THE SPECIFIC ALLEGATION.
iv. THE IDENTITY OF THE EMPLOYEES ACCUSED WITHOUT REGARD AS TO AGENCY AFFILIATION.

4.4 IF IT IS DETERMINED THAT THE ACCUSED IS AN EMPLOYEE OF THE ASSISTING AGENCY, THE ABOVE INFORMATION, WITH ALL PERTINENT DOCUMENTATION GATHERED DURING THE RECEIPT AND PROCESSING OF THE COMPLAINT, SHALL BE FORWARDED WITHOUT DELAY TO THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE ASSISTING AGENCY FOR ADMINISTRATIVE REVIEW. THE REQUESTING AGENCY MAY CONDUCT A REVIEW OF THE COMPLAINT TO DETERMINE IF ANY FACTUAL BASIS FOR THE COMPLAINT EXISTS AND/OR WHETHER ANY OF THE EMPLOYEES OF THE REQUESTING AGENCY VIOLATED ANY OF THEIR AGENCY'S POLICIES OR PROCEDURES.

4.5 IN ACCORDANCE WITH SECTION 30.15, FLORIDA STATUTES, THE SHERIFF OR HIS/HER DESIGNEE SHALL HAVE THE AUTHORITY TO RAISE THE POWER OF THE COUNTY AND COMMAND ANY PERSON TO ASSIST HIM/HER, WHEN NECESSARY, IN THE EXECUTION OF THE DUTIES OF HIS/HER OFFICE.

SECTION FIVE: LIABILITY

5.1 EACH PARTY ENGAGING IN ANY MUTUAL COOPERATION AND ASSISTANCE, PURSUANT TO THIS AGREEMENT, TO THE EXTENT LIMITED BY FLORIDA LAW, AGREES TO ASSUME RESPONSIBILITY FOR THE ACTS, OMISSIONS, OR CONDUCT OF SUCH PARTY'S OWN EMPLOYEES WHILE ENGAGED IN RENDERING SUCH AID PURSUANT TO THIS AGREEMENT, SUBJECT TO THE PROVISIONS OF SECTION 768.28, FLORIDA STATUTES, WHERE APPLICABLE.

SECTION SIX: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

6.1 EMPLOYEES OF THE POLICE DEPARTMENT 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. ANY POLICE DEPARTMENT EMPLOYEE ACTING OUTSIDE THE JURISDICTIONAL LIMITS OF THE INCORPORATED AREAS WITHIN LEON COUNTY, WITHOUT THE REQUEST OR APPROVAL OF THE SHERIFF OR HIS DESIGNEE, SHALL NOT BE COVERED BY THIS AGREEMENT.

6.2 EACH PARTY AGREES TO FURNISH NECESSARY PERSONNEL, EQUIPMENT, RESOURCES AND FACILITIES AND TO RENDER SERVICES TO EACH OTHER PARTY TO THE AGREEMENT AS SET FORTH ABOVE; PROVIDED, HOWEVER, THAT NO PARTY SHALL BE REQUIRED TO DEPLETE UNREASONABLY ITS OWN PERSONNEL, EQUIPMENT, RESOURCES, FACILITIES, AND SERVICES IN FURNISHING SUCH MUTUAL AID.

6.3 THE PARTY 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.

6.4 THE PARTY FURNISHING AID PURSUANT TO THIS AGREEMENT SHALL COMPENSATE ITS APPOINTEES/EMPLOYEES DURING THE TIME SUCH AID IS RENDERED AND SHALL DEFRAY THE ACTUAL TRAVEL AND MAINTENANCE EXPENSES OF ITS EMPLOYEES WHILE THEY ARE RENDERING SUCH AID, INCLUDING ANY AMOUNTS PAID OR DUE FOR COMPENSATION DUE TO PERSONAL INJURY OR DEATH WHILE SUCH EMPLOYEES ARE ENGAGED IN RENDERING SUCH AID.

6.5 THE PRIVILEGES AND IMMUNITIES FROM LIABILITY, EXEMPTION FROM LAWS, ORDINANCES AND RULES, AND ALL PENSION, INSURANCE, RELIEF, DISABILITY, WORKERS' COMPENSATION, SALARY, DEATH AND OTHER BENEFITS THAT APPLY TO THE ACTIVITY OF AN EMPLOYEE OF AN AGENCY WHEN PERFORMING THE EMPLOYEE'S DUTIES WITHIN THE JURISDICTIONAL LIMITS OF THE EMPLOYEE'S AGENCY APPLY TO THE EMPLOYEE TO THE SAME DEGREE, MANNER, AND EXTENT WHILE ENGAGED IN THE PERFORMANCE OF THE EMPLOYEE'S DUTIES OUTSIDE THE AGENCY'S JURISDICTIONAL LIMITS UNDER THE PROVISIONS OF THIS MUTUAL AID AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL APPLY WITH EQUAL EFFECT TO PAID, VOLUNTEER, AND AUXILIARY EMPLOYEES.

6.6 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.

6.7 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.

SECTION SEVEN: LIABILITY INSURANCE

7.1 EACH PARTY SHALL PROVIDE SATISFACTORY PROOF OF LIABILITY INSURANCE BY ONE OR MORE OF THE MEANS SPECIFIED IN SECTION 768.28(15)(a), FLORIDA STATUTES, IN AN AMOUNT WHICH IS, IN THE JUDGMENT OF THE GOVERNING BODY OF THAT PARTY, AT LEAST ADEQUATE TO COVER THE RISK TO WHICH THAT PARTY MAY BE EXPOSED. SHOULD THE INSURANCE COVERAGE, HOWEVER PROVIDED, OF ANY PARTY BE CANCELED OR UNDERGO MATERIAL CHANGE, THAT PARTY SHALL NOTIFY ALL PARTIES TO THIS AGREEMENT OF SUCH CHANGE WITHIN TEN (10) DAYS OF RECEIPT OF NOTICE OR ACTUAL KNOWLEDGE OF SUCH CHANGE.

SECTION EIGHT: FORFEITURE PROVISIONS

8.1 IN THE EVENT AN AGENCY SEIZES ANY REAL PROPERTY, VESSEL, MOTOR VEHICLE, AIRCRAFT, CURRENCY OR OTHER PROPERTY PURSUANT TO THE FLORIDA CONTRABAND FORFEITURE ACT DURING THE PERFORMANCE OF THIS AGREEMENT, THE AGENCY REQUESTING ASSISTANCE IN THE CASE OF REQUESTED OPERATIONAL ASSISTANCE AND THE SEIZING AGENCY IN THE CASE OF VOLUNTARY COOPERATION SHALL BE RESPONSIBLE FOR MAINTAINING ANY FORFEITURE ACTION PURSUANT TO CHAPTER 932, FLORIDA STATUTES. THE AGENCY PURSUING THE FORFEITURE ACTION SHALL HAVE THE EXCLUSIVE RIGHT TO CONTROL AND THE RESPONSIBILITY TO MAINTAIN THE PROPERTY IN ACCORDANCE WITH CHAPTER 932, FLORIDA STATUTES, TO INCLUDE, BUT NOT BE LIMITED TO, THE COMPLETE DISCRETION TO BRING THE ACTION OR DISMISS THE ACTION.

8.2 ALL PROCEEDS FROM FORFEITED PROPERTY SEIZED AS A RESULT OF OR IN ACCORDANCE WITH THIS AGREEMENT SHALL BE DIVIDED EQUALLY BETWEEN THE PARTIES, LESS THE COSTS ASSOCIATED WITH THE FORFEITURE ACTION.

SECTION NINE: SHERIFF, DESIGNEE OR AUTHORIZED AGENCY REPRESENTATIVE:

9.1 THE SHERIFF AND SHERIFF'S DESIGNEE OR AUTHORIZED AGENCY REPRESENTATIVE AS PERTAINS TO THIS AGREEMENT SHALL BE THE FOLLOWING PERSONS:

i. SHERIFF
ii. MAJOR
iii. CAPTAIN
iv. SHIFT COMMANDER

9.2 THE POLICE DEPARTMENT'S DESIGNEE OR AUTHORIZED AGENCY REPRESENTATIVE AS PERTAINS TO THIS AGREEMENT SHALL BE THE FOLLOWING PERSONS:

i. CHIEF OF POLICE
ii. DEPUTY CHIEF OF POLICE
iii. CAPTAIN
iv. WATCH COMMANDER

SECTION TEN: EFFECTIVE DATE

10.1 THIS AGREEMENT SHALL TAKE EFFECT UPON EXECUTION AND APPROVAL BY THE HEREINAFTER NAMED OFFICIALS AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL JANUARY 1, 2009, UNLESS CANCELED PRIOR THERETO BY ANY OR ALL OF THE PARTIES HEREIN. UNDER NO CIRCUMSTANCES MAY THIS AGREEMENT BE RENEWED, AMENDED, OR EXTENDED EXCEPT IN WRITING.

10.2 IN THE EVENT A SHERIFF OTHER THAN THE UNDERSIGNED SHERIFF TAKES OFFICE PRIOR TO JANUARY 1, 2009, THIS AGREEMENT SHALL BECOME VOID AND THE PARTIES SHALL BE REQUIRED TO EXECUTE A NEW AGREEMENT.

SECTION ELEVEN: CANCELLATION

11.1 ANY PARTY MAY CANCEL ITS PARTICIPATION IN THIS AGREEMENT WITHOUT CAUSE UPON DELIVERY OF WRITTEN NOTICE TO THE OTHER PARTY. CANCELLATION WILL BE AT THE DIRECTION OF ANY ONE OF THE BELOW SUBSCRIBING PARTIES.

11.2 ANY PARTY MAY IMMEDIATELY CANCEL ITS PARTICIPATION IN THIS AGREEMENT BY VERBAL NOTICE FOR A VIOLATION OF THE TERMS AND CONDITIONS CONTAINED HEREIN. UPON SUCH CANCELLATION, A WRITTEN NOTICE SHALL BE DELIVERED TO THE OTHER PARTY AS SOON AS PRACTICABLE.

SIGNATORY PAGE

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED BY THEIR DULY AUTHORIZED OFFICERS ON THE DATE SPECIFIED.

SHERIFF OF LEON COUNTY, FLORIDA

LARRY CAMPBELL, SHERIFF
DATE: 1-5-06

CITY OF TALLAHASSEE

Thomas R. Coe
for ANITA R. FAVORSTHOMPSON, CITY MANAGER
DATE: 1-13-06

WALTER A. MCNEIL, CHIEF OF POLICE
DATE: 01-11-06

ATTEST:

GARY HERNDON
CITY TREASURER - CLERK
DATE: 1/18/06

APPROVED AS TO FORM:

for
PATRICK E. HURLEY
ASSISTANT CITY ATTORNEY
DATE: 1/12/06

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political subdivision thereof, except that when any race meeting is held or conducted in any incorporated city or town, *such city or town may assess and collect an additional tax against any person conducting racing within its corporate limits not to exceed* one hundred fifty dollars per day for horse racing and not to exceed *fifty dollars per day for dog racing*; and except as herein provided, no incorporated city or town shall by ordinance or resolution enacted after the effective date of this act, assess or collect any additional excise or revenue tax against any person conducting race meetings within the corporate limits of such city or town, or against any patron of any such person. (Emphasis supplied.)

The only exception in the case of dog racing is the provision permitting a municipal tax against any person conducting such races within the city "not to exceed fifty dollars per *day*," not for each racing dog.

In addition, the sales tax law, §212.04, F. S., imposes a tax on admissions, defined by §212.02(16), F. S., to include races, and provides in §212.04(2), as follows:

* * * * *

(c) No municipality of the state shall hereafter levy an excise tax on admissions.

(d) The taxes imposed by this section shall be collected in addition to the admission tax collected pursuant to §550.09, but the amount collected under §550.09 shall not be subject to taxation under this chapter.

Chapter 550, F. S., has been construed as clearly superseding municipal authority to impose excise taxes upon the subject regulated by that chapter. Town of Hallandale v. Broward County Kennel Club, Fla. 1942, 10 So.2d 810; Fla. 1943, 14 So.2d 397.

I conclude accordingly that the town may impose an excise tax against any person conducting dog racing within its corporate limits only in an amount not to exceed $50 per day for such racing.

071-195—July 12, 1971
(See also 071-195A)

LAW ENFORCEMENT

JURISDICTION—SHERIFF—CHIEF OF POLICE

To: Robert G. Maige, Chief of Police, Tallahassee

Prepared by: A. S. Johnston, Assistant Attorney General

QUESTION:

What are the respective rights, responsibilities, legal jurisdiction and limitations of a county sheriff and a municipal police department, located in the same county, in the investigation and the apprehension of criminals?

SUMMARY:

The respective rights, responsibilities, legal jurisdiction and limitations of a county sheriff and a municipal police department located in the same county have concurrent overlapping of powers; the sheriff's powers and responsibilities are countywide while those of the police chief exist only within the city.

In January 1971, the Grand Jury of Leon County requested the Honorable Guyte P. McCord, Jr., Judge of the Circuit Court of the Second Judicial Circuit, to give his opinion regarding substantially the same question. In his fully researched and well-reasoned opinion the grand jury was advised:

> The Leon County sheriff is a constitutional officer by virtue of Article VIII, Section 1(d) of the Constitution of the State of Florida. That section creates the office of sheriff in each county of the State and provides for his election and term of office. The office of sheriff came down to us from the common law of England. The Supreme Court of Florida in a 1935 opinion in *Sweat, Sheriff v. Walden*, 167 So. 363, made the following statement as to the office of sheriff: "The office of sheriff is one of ancient origin. Its creation goes back to the time of King Alfred of England and maybe further [sic]. The holder of the office has always been the chief executive officer and conservator of peace in his county."
>
> The general powers, duties and obligations of the sheriff are set forth in Section 30.15, Florida Statutes, and deputy sheriffs have the same powers as the sheriff appointing them (Section 30.07, Florida Statutes). Among the powers, duties and obligations of the sheriff, as provided in Section 30.15, is the power and duty to execute all process of the State and County courts. Further, the sheriff has the power and duty under said section to:
>
> 1. Attend all terms of the Circuit Court and County Judge's Court.
> 2. Be the conservator of the peace in his county.
> 3. Suppress tumults, riots and unlawful assemblies in his county with force and strong hand when necessary.
> 4. Apprehend, without warrant, any person disturbing the peace, and carry him before the proper judicial officer, that further proceedings may be had against him according to law.
> 5. When necessary raise the power of the [c]ounty and command any person to assist him in the execution of the duties of his office.
>
> In addition to the above, Section 26.49, Florida Statutes, provides that the sheriff shall be the executive officer of the Circuit Court of the county (which in Leon County tries all felonies) and Section 36.11, Florida Statutes, provides the same as to the County Judge's Court (which tries misdemeanors). Also, the sheriff has other duties and responsibilities delegated to him by statute as conservator of the peace in the county.
>
> The Tallahassee Police Department derives its power[s], duties and responsibilities from the Charter of the City of Tallahassee, Chapter 8374, Laws of Florida, Special Acts of 1919. It also has additional powers and duties under certain general statutes of the State. Providing police protection is a basic function of municipal government which is recognized by a general statute delegating to municipalities authority to organize and appoint police forces to preserve order within their municipal limits (Section 168.01, Florida Statutes). Process of municipal courts may be served by officers of the municipal courts (the police) anywhere within the territorial limits of the [c]ounty (Section 168.03, Florida Statutes). Section 901.25, Florida Statutes, provides that when a person violates a municipal ordinance or commits a misdemeanor within a municipality of not less than 25,000 population (which includes Tallahassee), or when any police officer of any such municipality has reasonable grounds to believe that a person found within any such municipality has committed or

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is committing a felony, any such municipal police officer may in fresh and continuous pursuit, whenever necessary to effect the arrest of such person, pursue such person outside of any such municipality to any point within the county in which any such municipality is located, and there arrest him.

The City of Tallahassee by its Charter has authority to adopt and enforce local police and other similar regulations not in conflict with the laws of the State of Florida. It has power to pass all such ordinances and laws, not inconsistent with the Constitution and laws of the United States and this State, as may be expedient and necessary for preservation of the public peace and order, for the suppression of riots and disorderly assemblies, and for the good order and government of the city, both within the corporate limits of the city and upon all property owned by the city without its corporate limits, and to impose such pains, penalties and forfeitures as may be needed to carry the same into effect; provided, that the city is not empowered to make offenses against its ordinances punishable by a fine of more than $500 or imprisonment for more than 60 days. The municipal court of the city is vested with and granted jurisdiction for the trial of all offenders against the municipal ordinances, whether such offenses were committed within the corporate limits of the city or upon property owned by the city without its corporate limits. The city manager is given power to see that the laws and ordinances of the city are enforced and is made responsible therefor to the City Commission. It should also be noted that the 1969 Florida Legislature expanded the powers of municipalities to include all powers for municipal purposes not prohibited by general or special law (Chapter 69-33, Laws of Florida, 1969).

Pursuant to the authority vested in the City of Tallahassee by the foregoing acts of the legislature, the City Commission has by ordinance made certain acts offenses against the municipality. The maximum penalty for any of these violations is a $500 fine or imprisonment for a period of 60 days. In addition to those specific acts which are made offenses by city ordinance, an additional ordinance provides as follows: "It shall be unlawful for any person to commit, within the corporate limits of the city, any act which is or shall be recognized as a misdemeanor, and the commission of such acts is hereby forbidden."

Under the city's Charter the chief of police among other duties is required to attend in person or by deputy the municipal court during its sittings; execute the commands and processes of said court, aid in the enforcement of order therein and perform such other duties appropriate to his office as may be imposed upon him by law, the ordinances of the city, and by direction of the city manager. The police force of the City of Tallahassee consists of a chief of police and as many subordinate officers, policemen, and employees as the City Commission shall, by ordinance, determine.

Considering all of the foregoing, it is apparent that there is an overlapping of powers, duties and responsibilities of the sheriff and the City of Tallahassee police within the municipal limits of the city. The sheriff's power and responsibility is county wide while that of the police is only within the city other than the exceptions mentioned above. While the police may prosecute only in City Court for violations of municipal ordinances that carry a penalty no greater than a $500 fine or 60 days imprisonment, as peace officers they may also investigate and arrest for (where the arrest can legally be made without a warrant) crimes which can only be tried in County Judge's

Court or the Circuit Court. The sheriff is the only officer who can arrest on a capias (arrest warrant) of the Circuit Court and County Judge's Court. Since these two law enforcement agencies both have the powers and responsibilities above related within the municipal limits they should cooperate fully with each other in their mutual exercise of such power for the protection and safety of the citizenry.

In construing the foregoing authorities it is my opinion that should there be irreconcilable conflict between the sheriff, acting in person or by his deputy, and the Tallahassee police the power of the sheriff throughout the county is paramount and the police should give way to the sheriff. This is so because the sheriff, an elected constitutional officer, as the chief executive officer and conservator of the peace in his county and as the executive officer of both the Circuit Court and County Judge's Court, has the primary duty and responsibility for offenses tried in such courts, such offenses being the more serious felonies and misdemeanors and carrying more severe penalties.

My research of the laws of this state reveals that nothing more in addition to the authorities cited needs to be cited nor was anything found in conflict with the decision reached by Judge McCord. I am in complete accord with each statement expressed in his opinion. I, therefore, adopt the general statement of the laws as they relate to this subject and the conclusions reached by Judge McCord in his interpretation of such laws as the opinion of the attorney general.

071-195A—August 6, 1971
(Supplement to 071-195)

To: Aroah B. Hopkins, City Manager, Tallahassee

Prepared by: Raymond S. Marky, Assistant Attorney General

QUESTION:

Where a serious felony crime is committed within the city limits and the city police are called to the scene, are they legally obligated to notify the sheriff's department of the existing situation and thereafter required to preserve the crime scene and protect the evidence until such time as the sheriff's department arrives?

SUMMARY:

See summary AGO 071-195.

As noted in my previous opinion, the chief of police and the sheriff have concurrent jurisdiction with respect to the investigation of alleged criminal violations within the municipality. The city police and the sheriff's office are separate and distinct agencies and neither is under the direct control or supervision of the other. My previous opinion, and Judge McCord's decision, referred to therein, merely concluded that only when an "irreconcilable conflict" exists are the city police obliged to yield to the judgment and direction of the sheriff acting in person or by his deputy. Of course, that which constitutes an "irreconcilable conflict" will depend upon a host of factors and could only be determined with reference to a given factual situation. Each agency however is authorized to conduct investigations without unnecessary intrusion from the other. Order and efficiency suggest that the agency first initiating an investigation should continue unimpaired so as to minimize duplication of energy and to avoid confusion. It is my opinion that the city police are not legally

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obliged to notify the sheriff's office of an alleged criminal violation or that they are conducting an investigation to determine whether a crime has or has not been committed. Therefore, the answer to your question is in the negative.

This opinion should not be construed to mean that the city police should refrain from notifying the sheriff. Indeed, professional and efficient law enforcement in many instances requires this be done so that the maximum effort may be exerted by all law enforcement agencies in the hope that the commission of crime is promptly detected and the alleged perpetrator thereof promptly apprehended. Not only should the two law enforcement agencies "cooperate fully with each other" as Judge McCord observed for the protection and safety of the citizenry, but they must do so in many instances; not because they are legally required to, but because it is a necessary condition to the proper performance of each agency's duty to provide police protection to the citizens they serve.

Moreover, "cooperation with each other" includes refraining from unnecessarily confusing the orderly investigation of crime, inasmuch as that will directly affect the ability of the prosecutor to prosecute a case to a successful conclusion. In this respect I would recommend that the chief law enforcement officer of each agency confer with the state attorney and county prosecuting attorney so that all involved will be able to reach some accord with regard to the practices and procedures to be followed, as the quality of law enforcement can only be enhanced thereby.

071-196—July 13, 1971

SCHOOLS

OPENING EXERCISES—PRAYER

To: Marshall S. Harris, State Representative, Miami

Prepared by: Robert J. Vossler, Assistant Attorney General

QUESTION:

Will Policy No. 6003, Opening Exercises of the School Board of Broward County, adopted May 6, 1971, withstand the test of constitutionality in a court of competent jurisdiction?

SUMMARY:

The provision of Policy No. 6003 of the School Board of Broward County which sets aside time in opening exercises for individual prayer and Bible reading or meditation presentations, among other things, would seem not to meet the test set down by the United States Supreme Court for compliance with the Establishment Clause of the United States Constitution.

It is my opinion that a court of competent jurisdiction would find that the subject policy would violate the Establishment Clause of the United States Constitution as defined in Abington School District v. Schempp, 374 U.S. 203 (1963).

The subject policy provides in part that schools under the jurisdiction of the School Board of Broward County shall have a morning opening exercise which includes "the opportunity for individual prayer and Bible reading or an inspirational period or meditation presented by groups or organizations or an individual."

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SHERIFF'S OFFICES - ANSWER CALLS IN THE CITY

Alachua - Yes
Baker
Bay - Yes
Bradford - Yes
Brevard - Yes
Broward - No
Calhoun - Yes
Charlotte - Yes
Citrus
Clay - Yes
Collier - Yes
Columbia - Yes
DeSoto - Yes
Dixie - Yes
Duval - Consolidated
Escambia - No
Flagler
Franklin - Yes
Gadsden - Yes
Gilchrist - Yes
Glades - Yes

Gulf - if requested
Hamilton - Yes
Hardee - No
Hendry - Yes
Hernando - Yes
Highlands - Yes
Hillsborough - Yes
Holmes - if needed
Indian River - Yes
Jackson - Yes
Jefferson - Yes
Lafayette
Lake
Lee - Yes
Leon - Yes
Levy - if needed
Liberty - Yes
Madison - No
Manatee - No
Marion - No
Martin - Yes

Miami-Dade - No
Monroe - Yes
Nassau - if needed
Okaloosa - Yes
Okeechobee - if needed
Orange - Yes
Osceola - Yes
Palm Beach - Yes
Pasco - Yes
Pinellas - Yes
Polk - Yes
Putnam - Yes
St. Johns - Yes
St. Lucie - Yes
Santa Rosa - Yes
Sarasota - No
Seminole - Yes
Sumter - Yes
Suwannee - if needed
Taylor - Yes
Union - Yes

Volusia - No
Wakulla - Yes
Walton - Yes
Washington - Yes

SHERIFF'S OFFICES - PATROL IN THE CITY

Alachua - Yes	Gulf - No	Miami-Dade - No	Volusia - No
Baker - Yes	Hamilton - Yes	Monroe - No	Wakulla - Yes
Bay - Yes	Hardee - No	Nassau - Yes	Walton - Yes
Bradford - Yes	Hendry - Yes	Okaloosa - Yes	Washington - Yes
Brevard - No	Hernando - Yes	Okeechobee - No	
Broward - No	Highlands - Yes	Orange - No	
Calhoun - Yes	Hillsborough - No	Osceola - Yes	
Charlotte - Yes	Holmes - No	Palm Beach - Yes	
Citrus -	Indian River - Yes	Pasco - No	
Clay - Yes	Jackson -sometimes	Pinellas - Yes	
Collier - Yes	Jefferson - Yes	Polk - some	
Columbia - Yes	Lafayette	Putnam - Yes	
DeSoto - Yes	Lake - No	St. Johns - No	
Dixie - Yes	Lee - Yes	St. Lucie - Yes	
Duval - Consolidated	Leon - Yes	Santa Rosa - Yes	
Escambia - No	Levy - Yes	Sarasota - No	
Flagler	Liberty - Yes	Seminole - Yes	
Franklin - Yes	Madison - No	Sumter - No	
Gadsden - Yes	Manatee - No	Suwannee - No	
Gilchrist - Yes	Marion - No	Taylor - Yes	
Glades - Yes	Martin - Yes	Union - Yes	

Transition Report to Public Safety Communications Board

Don DeLoach

Leven Magruder

June 27, 2006

Major Challenges

- Motorola Digital Upgrade Proposal
- Tusa Report
- Rebanding
- Emergency Testing of System

Motorola Digital Upgrade Proposal

- July 2005 Motorola submitted proposal to upgrade 12 analog channels to digital
- MOC directed staff to hire consultant to review proposal and determine if there was emerging technology that was better
- 10 Million / include 12 digital channels at 7 sites
- Includes 1727 new digital radios
- New tower Site Myers Park

Support Matrix

Equipment	Stop Production	Supported
6809 Controllers	2001	Dec 2008
Base Stations	In production	2012+
Portables (6 years)	mid 2005	mid 2010
Mobiles (8 years)	mid 2005	mid 2010
CentraCom Consoles	2000	2005
Data System	Dec 2005	2012+

Tusa Report

- 3 Phases
  - Research, Motorola, Emerging Technologies
  - Supported Motorola Proposal with Caveats
  - Wireless technologies are emerging but at this time Cellular is way to go

Rebanding

- What is it and why do we have to do it?
- TA, SAIC, Lawyer, Corporate vendor - Team Tallahassee
- Current situation
- Time lines
- PSCB interaction
- Costs associated with rebanding

Emergency Test of System

- Audit and Contractual requirement
- Presented to MOC
- Business Continuity testing for agencies
- Training
- Communication Plan
- Scheduled Summer 2006

Day to Day
Items for Discussion

- CEB Issue
- Maintenance Agreement negotiation
- R-56 Grounding Projects
- MotoBridge testing
- Site security and Upkeep