

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 July 18th meeting)

Agenda
Public Safety Communications Board Meeting
July 18, 2006

1. Approval of the June 27, 2006 minutes
2. Presentation by Tusa consulting company in regards to the consultants report and recommendations
3. Review the Interlocal Agreement
4. Update of the progress of the RFP
5. Discussion of the Mutual Aid Agreement
6. New Business
7. Next meeting date

**Minutes for the June 27, 2006
Public Safety Communications Board Meeting**

City Manager Anita Favors – Thompson asked to amend the agenda and move Item #7, the MOC presentation by Don DeLoach, to the beginning of the agenda. In addition, the City Manager requested that Item #6, the discussion of the Mutual Aid Agreement, be postponed until the next meeting. The Board unanimously approved.

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

Mr. DeLoach stated during his presentation that there are four items that the PSCB will need to address in the future: Motorola digital upgrade proposal, Tusa Report, rebanding, and emergency testing of the system. He recommended that the Tusa consultant make a presentation to the PSCB.

Discussion occurred amongst the Board in regards to the presentation including rebanding, renewal of maintenance agreements, 6809 controllers and acquiring spare controllers.

The County Administrator recommended that the PSCB appoint a Technical Advisory Committee to help address some of the more technical issues of public safety communications. The City Manager agreed but expressed her concern over the appointment of too many subcommittees and that the number of subcommittees be kept to a minimum. The County Administrator concurred.

The City Manager moved to appoint Don DeLoach, Pat Curtis, and Gene Griffin to the Technical Advisory Committee, seconded by Chief McNeil with an amendment to add Jeanine Gauding to the committee. The motion and the amendment passed unanimously.

2. Approval of the June 8, 2006 minutes:
Sheriff Campbell moved, seconded by Chief Quillin to approve the June 8, 2006 minutes. The motion passed unanimously.
3. Appointment of Alternates to serve on the PSCB in the event that a member may not be able to attend – will be voting members:
The following alternates were appointed to serve on the PSCB:
County Administrator Parwez Alam: Assistant County Administrator Alan Rosenzweig
City Manager Anita Favors – Thompson: Assistant City Manager Rick Fernandez
Sheriff Larry Campbell: Major Scott Bakotic
Chief Tom Quillin: Deputy Chief Chad Abrams
Chief Cindy Dick: Deputy Chief Steve Anderson
Chief McNeil: Deputy Chief John Proctor

Sheriff Campbell moved, seconded by the City Manager, to approve the appointment of alternates. The motion passed unanimously.

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4. Review the Tri-party Interlocal Agreement:

City Attorney Jim English spoke of liability issues that could possibly affect the PSCB. He recommended that the PSCB draft an agreement based on Florida Statutes Chapter 163. Under this agreement the PSCB will become a separate entity.

An additional *Whereas* clause is to be added to the Interlocal Agreement that addresses the fact that the PSCB will be hiring a consultant to make recommendations regarding the implementation of the joint dispatch and the PSCB recognizes that the interlocal agreement will need to be revised to take into consideration the consultant's recommendations.

Section I Terms will need to be amended to include a reference that a newly elected Sheriff will have six months after taking office to terminate the agreement.

City Attorney Jim English, County Attorney Herb Thiele and Major Alan Griner are to formalize the 163 agreement and make the necessary changes. In addition, the agreement is to be brought before the County Commission, the City Commission, and the Sheriff for approval at the next Board meeting. The PSCB will be issued copies of the 163 agreement.

The City Manger moved, seconded by Chief Dick and Sheriff Campbell, to allow City Attorney Jim English, County Attorney Herb Thiele and Major Alan Griner to formalize the 163 agreement and make the necessary changes. The motion passed unanimously.

5. Review the Draft RFP:

Under the required submittals the following adjustments were made to the point system:

- Experience and Expertise – 40 points
- References and Past Performance – 25 points
- Approach and Method – 20 points
- M/WBE – 10 points
- Local Requirement – 5 points

In addition an amendment to Section III was added:

- C. The selected consultant will need to meet with each member of the PSCB in order refine the scope of services in order to provide a well detailed written recommended solution for the consolidated dispatch center.

Chief Dick moved, seconded by Chief McNeil, to approve the changes to the RFP and allow the City to issue the RFP as soon as possible. The motion passed unanimously.

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6. Review of the HR information regarding the Director of Public Safety Communications:
PSCB agreed to wait to until after the selected consultant has been working for a month before discussing the selection process for hiring a Director of Public Safety Communications with the consultant.

7. Discussion of the Mutual Aid Agreement:
MOVED TO THE JULY 17, 2006 MEETING

8. New Business:
Chief McNeil addressed his concerns in regards to E 9-1-1 and 911 and how the two systems would be included in the consultant's study as it relates to the joint dispatch consolidations. Based on discussion the PSCB agreed to amend the scope of services in the RFP to include an additional clause (see #5).

9. Next Meeting Date:
July 17, 2006 at 11:30am in Fire Station #1.

On the agenda for the June 27th meeting:
 - Discussion of the Mutual Aid Agreement
 - Presentation by the TUSA consulting company in regards to the consultants report and recommendations
 - Review of the 163 Agreement
 - Update of the progress of the RFP

Meeting adjourned at 1:20pm.

City of Tallahassee/Leon County

Digital Radio Technology Standards-Based Public Safety Communications



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700 N. Gadsden Street, Tallahassee, FL 32301

10/11/11

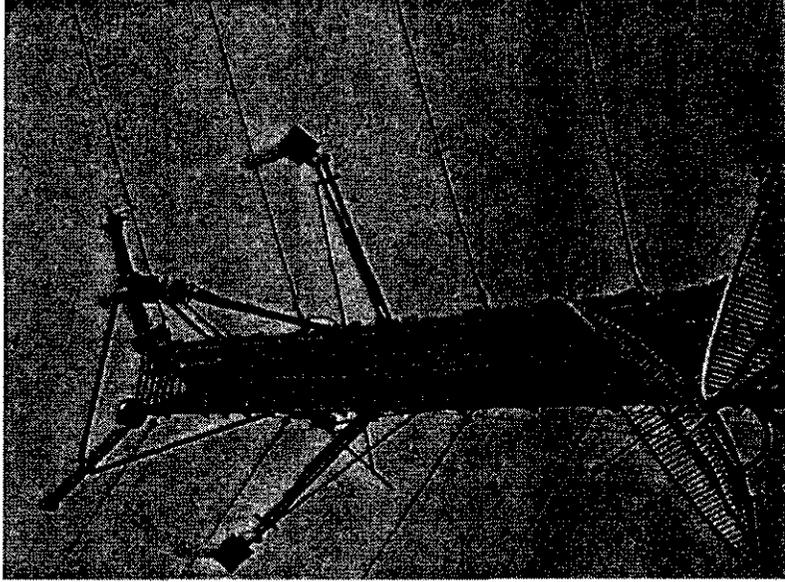
PSCB Presentation Roadmap

- TCS Capabilities Overview
- Consultant RFQ Requirements
- Contracted Scope of Services
- Phase I: Interview/Infrastructure Survey
- Phase II: Motorola Digital Voice Proposal Review
- Phase III: Digital Technology Report
- Recommendations
- Next Steps



TCS Capabilities Overview

- TCS was established in 1992
- Developers of HF, VHF/UHF and Microwave Technologies for Petrochemical Industries
- Focus: Public Safety Radio Communications
- Designers of Katrina-Tested Radio Infrastructures: Harrison County, MS; St. Tammany Parish S.O.; New Orleans, LA.
- Consultants located in Louisiana, Mississippi, Florida, Georgia and Missouri



Our Radio Systems Speak for Themselves



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Consultant RFQ Requirements

- RFQ Issued August 1, 2005
- Initial Scope of Services:
 - Analysis/Review of Communication Alternatives
 - Assessment of Existing Radio Network
 - Viability of Alternative Solutions, in context of City/County Needs
 - Analysis of Proposal for Upgraded Digital Radio Network
 - Optional investigations into specific technologies, as directed by City/County



City's Consultant RFQ Requirements

Consultants were required to possess the following levels of experience and capabilities:

- Ability to analyze/assess radio system coverage, capacity & reliability.
- Ability to design/merge CAD, RMS and Work Management Systems.
- Capability of performing radio coverage assessment modeling.
- Familiarity with Geographical Information System data development
- Familiarity with AVL systems and techniques
- Familiarity with MESH data technologies
- Knowledge of APCO-25 Public Safety Radio Standards



Contracted Scope of Services

In December 2005, TCS commenced negotiations with the City for an initial scope of services that included:

- A. Interviews to determine departmental communication needs.
- B. Survey of existing radio communication infrastructures
- C. Assessment of Motorola's Digital Radio Upgrade Proposal (July 2005)
- D. Development of a high-level Radio Technology Report

Tasks A&B were combined into a Phase I Report. Tasks C&D were structured as individual Phase II and Phase III Report submittals



Phase I: Interview/Survey Report

TCS Interviewed the following agencies:

- Tallahassee Police/Fire
- Leon County Sheriff's Office
- Leon County EMS
- US Marshals Office
- Florida A&M Police
- FSU Police

Interviews were conducted by two TCS personnel and also witnessed by City Radio Maintenance personnel

Findings/Conclusions:

- Users are generally satisfied with the existing 800MHz radio infrastructure's functionality and reliability.
- Prime-Site vulnerability concerns.
- Many agencies are dissatisfied with contract-service repair of portable and mobile radio equipment.
- **Life-critical portable radio coverage shortfalls exist along Orange Avenue, the City's Central Business District, area hospitals and within the two university campus areas.**
- Police users desire digital voice encryption.
- Interoperability between agencies must be preserved and expanded.
- TPD has initiated a commercial data pilot project as a near-term replacement for its 19.2kb/s RD-LAP.



Phase II: Motorola Upgrade Report

The existing 800MHz Motorola Smartnet-II analog voice and RD-LAP mobile data infrastructure was installed in 1998. The City/County has received notification that key elements of this analog voice system will no longer be repair-supported by Motorola within the next several years.

Furthermore, no new expansion orders for existing Smartnet-II/Smartzone analog simulcast systems will be accepted after December 2007. Likewise portions of the RD-LAP data system are nearing support obsolescence.

The purpose of Motorola's proposal was to:

- Present a migration strategy toward APCO Project-25 digital voice/data
- Offer a functional means to support non-public safety analog operation
- Provide enhanced public safety voice radio coverage
- Offer higher speed alternatives to the existing RD-LAP data network



Migration to Digital Voice/Data

The existing Smartnet-II radio infrastructure is based on proprietary APCO Project-16 technology developed in the 1980s. Similar proprietary public safety solutions include M/A-COM's EDACS and ProVoice technologies.

APCO Project-16 networks support both analog and digital voice operations, however, users cannot mix radios from vendors. This is due to protocol incompatibilities.

APCO Project-25 networks are designed to support a standards-based common air interface. Portable and mobile radios from compliant manufacturers can work on each other's infrastructures.

Motorola, M/A-COM, EFJohnson and many others already produce or will soon be producing P-25 compliant 800MHz radio networks and/or user devices.



Motorola's Proposed Solution

Development of Combined APCO-16 and APCO-25 Radio Infrastructures

The existing 22-channel voice system would be split and reconfigured into a 10-channel Smartnet-II analog system and a 12-channel ASTRO-25 digital voice public safety system. Both would be interconnected and controlled by a shared IP-based dispatch console (MCC-7500) subsystem.

A new ASTRO-25 tower site would be located at Myers Park to improve coverage along Orange Avenue and throughout the Tallahassee Central Business District.

A multi-site/multi-channel ASTRO data system (96kb/s) would replace the existing 19.2kb/s RD-LAP network. A broadband 4.9GHz MESH "starter" network was proposed to allow the City/County to evaluate a private broadband option.



TCS Findings

TCS conducted a technical evaluation of Motorola's proposal on the basis of coverage, capacity, grade of delivered service and reliability. Here are our summarized findings:

- Addition of the Myers Site greatly improves coverage throughout an area where analog coverage is now poor.
- Splitting the existing network will not degrade caller access or channel availability.
- Delivered PS audio quality is improved by virtue of IMBE vocoder
- MCC-7500 consoles *could* support analog network backup for PS users.
- XTS-5000 radios would allow radio-to-radio interoperability with City/County non-public safety operations.
- Operations to SLERS available via Motobridge.
- Benefits and functionality of ASTRO-HP offers marginal to no advantage over commercial facilities



Additional TCS Phase II Comments

The reliability of the proposed split-system network can be substantially improved if the ASTRO-25 Prime Site is located at Myers Park and NOT at co-located with the Smartnet-II Prime Site. This action eliminates a critical single-point network vulnerability.

The MCC-7500 Console subsystem should be configured to control both the Smartnet-II and ASTRO-25 systems. This would allow public safety's use of the analog trunked network as a "hot-standby" system.

Using surplus analog equipment, a new Smartnet-II site should be installed at Myers Park. By so doing, both radio systems would have near-identical radio coverage. This is critical if the City/County desires an effective analog backup to PS operations.

PS operations needing enhanced SLERS interoperability should consider use of M/A-COM dual format (ProVoice & P-25) functionality.



Phase III Technology Overview

The Telecommunications Industry is evolving at a rapid rate. Where in the 1970s-mid 90s, evolution involved refinements to proven analog technologies. By contrast, the past ten years have been defined by the proliferation of rapidly emerging digital technologies....all vying for market share and user acceptance.

So, decision makers face a daunting challenge: What choice is the best, *right* choice?

Our Phase III Report was designed to provide a current “snapshot” of Industry trends and to identify digital technologies best suited for public safety operations.



APCO Project-25 Digital Standards

Since 1989, the Association of Public Safety Officials has worked toward the development of open standards for next generation public safety digital radio networks. Today, 32 standards have been developed for 12.5KHz bandwidth technologies. New, yet backward compatible, standards are being developed for 6.25KHz bandwidths.

The net result of P-25 has been the elimination of barriers between manufactured systems. *This has allowed for increased competition, more choices and improved interoperability between public safety agencies.*



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THE ASSOCIATION OF PUBLIC SAFETY OFFICIALS

APCO Project-25 Digital Standards

The Federal Government is aggressively converting its various agencies, including the military, to Project-25 radio networks. County and municipal agencies are following this lead as Grant Funding is often contingent on P-25 radio solutions.

Conversely, the embrace of alternative digital radio technologies undermines federally funded initiatives to secure universal radio solutions for nationwide public safety needs.



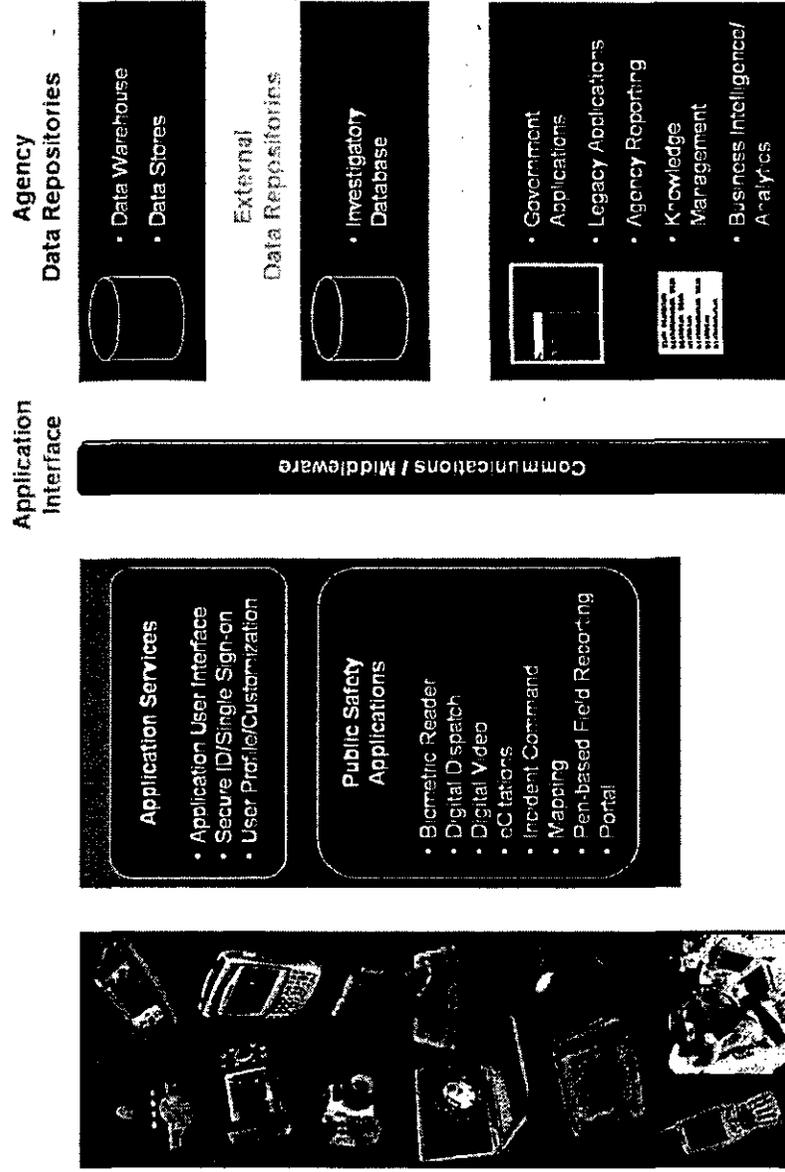
Existing and Emerging Digital Communications Technologies

Technology	Standard	Usage	Throughput	Range	Frequency
Private Wireless					
Wi-Fi	802.11a	WLAN	Up to 54 Mbps	Up to 300 feet	5 GHz
Wi-Fi	802.11b	WLAN	Up to 11 Mbps	Up to 300 feet	2.4 GHz
Wi-Fi	802.11g	WLAN	Up to 54 Mbps	Up to 300 feet	2.4 GHz
700 MHz	Vendor Specific	WMAN	Typical 384 Kbps Up and down.	Typical 1-5 miles	700-800 MHz
Public Carrier Wireless					
WiMAX	802.16d	WMAN	Up to 75 Mbps (20 MHz BW)	Typical 4-6 miles	Sub 11 GHz
WiMAX	802.16e	Mobile WMAN	Up to 30 Mbps (10 MHz BW)	Typical 1-3 miles	2-6 GHz
UMTS HSDPA	3G	WWAN	Up to 2 Mbps Typical stationary Rates: 500 Kbps down, 300 Kbps up	Typical 1-5 miles	1800, 1900, 2100 MHz
CDMA 2000 / 1x EV-DO Rev 1 Rev A	3G	WWAN	Up to 2 Mbps Typical Stationary Rates Rev 1: 500 Kbps down, 60-80 Kbps up. Rev A: 1000 Kbps down, 400 Kbps Up.	Typical 1-5 miles	400, 800, 900, 1700, 1800, 1900, 2100 MHz
EDGE	2.5G	WWAN	Up to 348 Kbps	Typical 1-5 miles	1900 MHz



Field Automation System (FAS)

- A state-of-the-art field automation system (FAS) is generally architected to connect the latest mobile access devices to existing or legacy data repositories and applications through a middleware and field applications platform



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Evolving Public Safety Data Support Systems

- Driver's License Swipes
- Positive Identifications Systems
- In-Vehicle CAD
- Tablet-Based electronic forms entry
- Field Report Development
- Incident Video
- Voice over IP

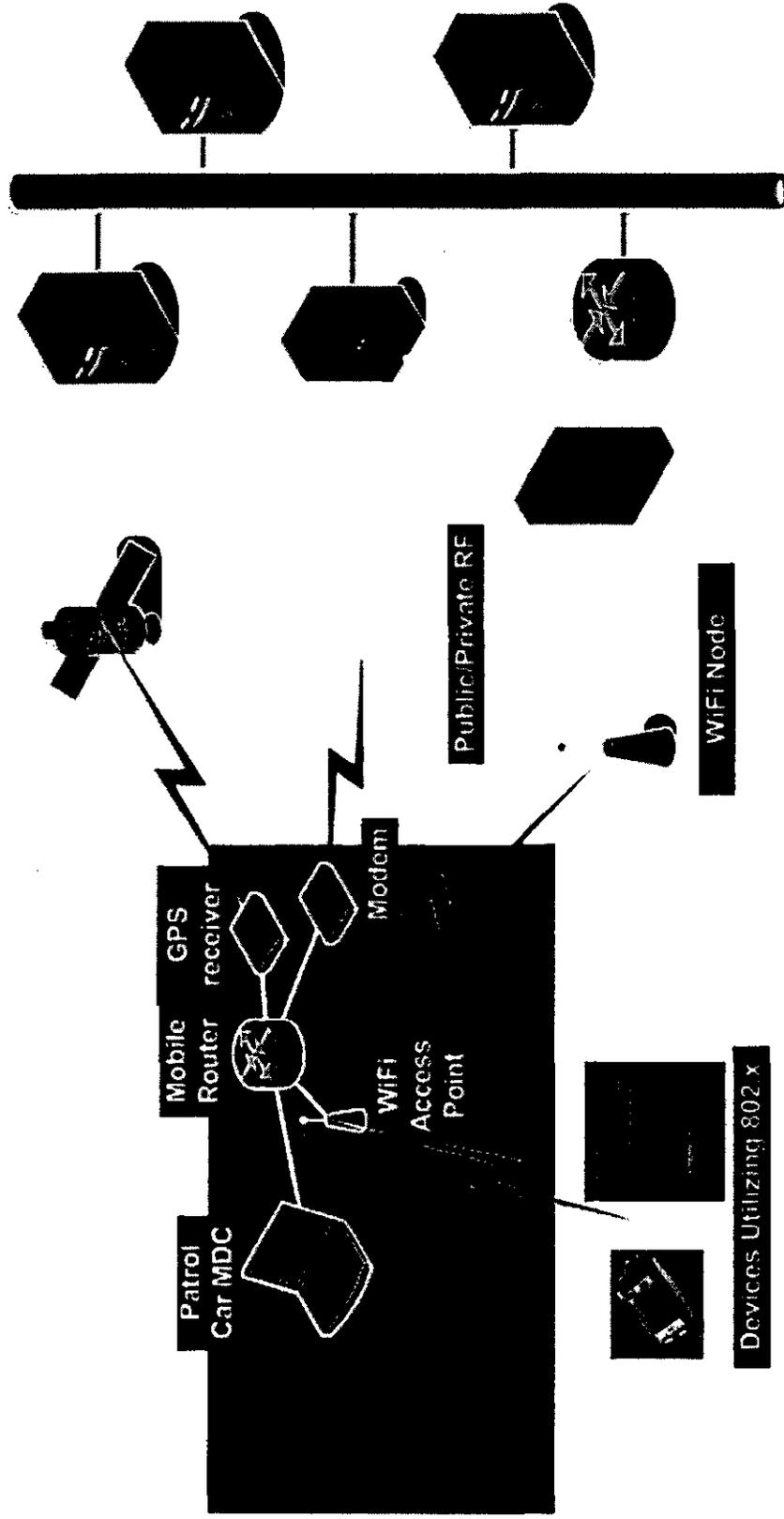
Where some of these data support systems have been fielded, the results have been mixed, where the principal limiting factor has been reliable wide-area, high-speed wireless connectivity. Within the next five years, these connectivity issues will be technically solvable, but for cost.

Vehicle-Based Area Network

Public Safety's Virtual Field Office

- The vehicle is connected to the data host using any of the previously described high bandwidth wireless communications technologies.
- This link is then distributed to all of the available peripherals (e.g. biometric readers, video camera, printer) over an 802.11 based VAN.

Vehicle Area Network



The elements for a vehicular-based area network are available today. However, multiple forms of radio-connectivity are needed to support rural, suburban and urban environments. There is no single, optimum solution for high-speed, wide area radio interconnectivity at this time.

TCS Recommendations

Due to known obsolescence issues, planning for the modernization or replacement of the existing, *life-critical* 800MHz voice radio network must start NOW.

The nation's direction for new public safety radio networks is clearly moving, and rapidly, toward APCO-25 standards-based solutions. This should be the City/County's direction, as well.

The potential 5x improvement in raw data rate (19.2 versus 94kb/s) does not justify the cost of a new, private mobile data radio network at this time. Recommend use of commercial services until mobile data achieves the same relative priority within public safety as voice *and* such time where wideband 700MHz channels become available (approximately three years)



Recommendations

Initiate negotiations with Motorola to determine true turnkey project costs for TCS-suggested improvements: MCC-7500 console bridging; split Prime Sites; expansion of analog system at Myers Park; reconciliation of Owner/Contractor responsibilities.

Initiate negotiations with M/A-COM to further explore functionality/costs of dual mode (P-25/ProVoice) mobile/portable radios for agencies desiring direct interoperability with SLERS.

Begin planning of potential new dispatch center as this may have impact on radio network costs.



Next Steps

PSCB should investigate the potential use of SLERS, as this was not part of TCS's contracted services. At this point, the TCS/PSCB Team is unaware of short/long-term technology refreshment plans for this statewide communications network. PSCB should investigate its coverage, capacity, local-area expandability and roadmap toward P-25.

Direct TCS to conduct technical negotiations with Motorola to develop a comprehensive, accurate test plan (see Phase II Report). Comprehensive testing assures PSCB of meeting user agency expectation, but such testing is expensive.

Allow TCS to assist in proposal negotiations with both Motorola and M/A-COM. Our newest partner, Dean Hart, was instrumental in the statewide implementation of SLERS as well as the State of Virginia's ASTRO statewide network. Dean has the working experience with both technologies to better assist in identifying options and capabilities advantageous to PSCB.



Next Steps

Initiate high-level planning for new communications dispatch center(s) as these may have direct impact on radio network costs. Our Team has experience in developing Network Operations Centers (specifically for the State of Florida); CAD; AVL and Records Management Systems. Feel free to utilize those resources, where needed.

Initiate long-range planning for a private, high speed mobile data infrastructure. As applications and transport technology matures, we envision where public safety mobile data availability will become equal to voice. Planning for a secure, private network should begin soon and in a manner that takes full advantage of private, *licensed* 700MHz spectrum.



Questions?



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TUSA CONSULTING SERVICES, INC.

INTERLOCAL AGREEMENT FOR JOINT DISPATCH SERVICES

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 Florida Interlocal Cooperation Act of 1969 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best the geographic, economic, population and other factors influencing the needs and development of local communities; and

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 interests of the health, safety and welfare 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, the Public Safety Communications Board (hereinafter referred to as "PSCB") acknowledges that this Interlocal Agreement will need to be revised to take into consideration the consultant's recommendations referred to above; 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.

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:

I. Term, Renewals and Effective Date.

The initial term of this Agreement shall commence on the date on which it has been executed by all parties and filed with the Clerk of the Circuit Court of Leon County and shall terminate on January 1, 2021, unless otherwise renewed or terminated as hereinafter provided. This Agreement may be renewed by the mutual consent of the Parties for additional five (5) year terms.

II. Public Safety Communications Agency.

- A. There is hereby created a separate legal entity to be known as the Public Safety Communications Agency ("Agency"), which will operate a consolidated law enforcement, fire and emergency medical services dispatch center ("Public Safety Communications Center"). A Public Safety Communication Board ("PSCB"), also created hereby, shall be charged with all the necessary and appropriate powers and authority to carry out the responsibilities of the Agency.
- B. The PSCB shall consist of the County Administrator, the City Manager, the Sheriff, the City Chief of Police, the City Fire Chief and the Leon County EMS Chief, or their designee.
- C. The Agency shall have the power, in its own name to: enter into contracts; employ agencies or employees; acquire, construct, manage, maintain, or operate buildings, works, or improvements; to acquire, hold or dispose of other property; and to incur debts, liabilities or obligations which do not constitute the debts, liabilities or obligations of any of the Parties to this Agreement; and exercise all necessary and appropriate authority to carry out the goals and objectives identified in this Agreement.
- D. The Agency shall not possess the power or authority to levy any type of tax within Leon County, to issue any type of bond in its own name, or in any way obligate financially any of the Parties to this Agreement.
- E. The PSCB shall meet on a regular basis, but not less than four (4) times annually. Each meeting of the PSCB shall be advertised and open to the public. Minutes shall be kept of all meetings of the PSCB. Annually, the PSCB shall elect a Chairman and Vice Chairman. The PSCB shall be responsible for adopting any and all rules of procedure governing the operation of the PSCB. The PSCB shall be responsible to oversee the implementation and operations of the Public Safety Communications Center. Annually, the PSCB shall submit a proposed budget on behalf of the Agency to the City, County and Sheriff for the Parties' consideration and approval.

- F. The PSCB shall make a recommendation to the City, County and Sheriff on the proposed location for the construction of a Public Safety Communications Center.
- G. The PSCB shall be responsible for the hiring of a duly qualified Director of Public Safety Communications and shall be responsible for ensuring that the Director of Public Safety Communications is responsible and held accountable for the daily operations and supervision of all employees of the Public Safety Communications Authority.
- H. The PSCB shall prepare a proposed implementation plan for the creation and operation of a Public Safety Communications Center, with the responsibilities of providing County wide dispatch of all law enforcement and emergency personnel, including City police officers and City Fire Department personnel, as well as, Sheriff's deputies and County Emergency Medical Services personnel. The implementation plan may include, but shall not be limited to, personnel integration, technology integration, creation of timeline integration and the determination of fiscal and financial needs for the Public Safety Communications Agency.
- I. In addition to any other responsibilities identified herein, the PSCB shall replace the existing Management Oversight Committee (MOC) established pursuant to the July 23, 1999 agreement regarding the 800 Mhz system, and shall be responsible for exercising any and all responsibilities and duties of the Management Oversight Committee.

III. Director of Public Safety Communications.

- A. The Parties agree that throughout the term of this Agreement, including any extensions thereof, a Director of Public Safety Communications will be employed by the Public Safety Communications Agency and directly responsible for the proposed Public Safety Communications Center and will meet all the requirements of, and will perform all duties and obligations required of the Public Safety Communications Director under this Agreement and applicable law.
- B. The Director of Public Safety Communications shall have the authority to employ necessary employees and staff to fully operate the Public Safety Communications Center.
- C. The Director of Public Safety Communications may be terminated by affirmative vote of a majority of the Public Safety Communications Board, or by the County Administrator, City Manager, or Sheriff, independently. In the event that the Director of Public Safety Communications is terminated or the position is otherwise vacant, the PSCB shall convene for the purpose of selecting a new Director of Public Safety Communications.

IV. Audits, Records, and Records Retention.

- A. The Agency shall 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 Parties under this Agreement.
- B. The Agency shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination or expiration of this Agreement, 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 Agreement.
- C. The Agency shall assure that these records shall be subject to all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by any Party(s).

V. Termination.

- A. If any Party fails to comply with any of the terms or conditions of this Agreement or defaults in any of its obligations under this Agreement and shall fail, within ninety (90) calendar days after written notice from any other party, to correct such default or noncompliance, the non-defaulting Party or Parties may, at its option, forthwith terminate this Agreement after Section VI, Dispute Resolution provisions have been complied with.
- B. Within ninety (90) days of taking office, a newly elected Sheriff may upon ninety (90) days advanced written notice made to the other Parties to this Agreement, terminate this Agreement. Notwithstanding, a termination to this Agreement, as identified above, the terminating Party shall however be responsible for any financial obligations incurred as a result of the provisions of this Agreement.

VI. Dispute Resolution.

- A. The Parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this Section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process, is hereby encompassed within Section VI. The aggrieved Party shall give written notice to the other Parties, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice".

- B. The appropriate City, County and Sheriff personnel shall meet at the earliest opportunity, but in any event within 10 days from the date the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, the appropriate personnel shall report their decision, in writing, to the City Manager, the County Administrator and the Sheriff.
- C. If the appropriate personnel are unable to reconcile the dispute, they shall report their impasse to the City Manager, the County Administrator, and Sheriff who shall then communicate at their earliest opportunity regarding the dispute, but in any event within 20 days following receipt of the Dispute Notice, to attempt to reconcile the dispute.
- D. If a dispute is not resolved by the foregoing steps within thirty (30) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then any Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The mediator shall meet the qualifications set forth in Rule 10.100(c), Florida Rules for Mediators, and shall be selected by the Parties within 10 days following receipt of the Mediation Notice. If agreement on a mediator cannot be reached in that 10-day period, then any Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.
- E. If an amicable resolution of a dispute has not been reached within 60 calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then such dispute may be referred to binding arbitration by any Party. Such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).
- F. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other(s) (the "Respondent"), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent(s), within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either Party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims and the amount, if any, involved.
- G. Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator. Each of the arbitrators so appointed shall have experience in local government and/or emergency dispatch issues.

The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23-R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

VII. General Provisions.

- A. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.
- B. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.
- C. Modification. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.
- D. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.
- E. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party(s) to this Agreement, which consent shall not unreasonably be withheld.
- F. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Agreement.
- G. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- H. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.
- I. Public Bodies. It is expressly understood between the Parties that the City is a duly incorporated municipal corporation of the State of Florida, that the County is a political subdivision of the State of Florida, and the Sheriff is a separate elected

official. Nothing contained herein shall be construed as a waiver or relinquishment by any of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.

- J. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.
- K. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorneys fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.
- L. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or Party thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.
- M. Subject to Appropriation. All payment obligations of the Parties as set forth herein shall be subject to appropriation of funding therefore by the applicable legislative bodies; however, failure to appropriate funding adequate to meet such payment obligations shall be dealt with as a dispute under this Agreement.
- N. Indemnification Provision. To the extent permitted by law and subject to the limitations, conditions, and requirements of Section 768.28, Florida Statutes, which the Parties do not waive, each Party agrees to indemnify, defend and hold harmless the other Party, their officials, officers, and employees, from and against all liabilities, damages, costs and expenses, resulting from or arising out of any acts or omissions by the indemnifying Party, or its officials, officers, or employees, relating in any way to this Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement for Joint Dispatch Services as of the date first written above.

LEON COUNTY, FLORIDA

By: _____
CLIFF THAELL, Chairman
of the Board of County Commissioners

CITY OF TALLAHASSEE,
FLORIDA

By: _____
JOHN R. MARKS, III, Mayor
of the City of Tallahassee

ATTESTED TO:

By: _____
ROBERT B. INZER, Clerk
Leon County, Florida

ATTESTED TO:

By: _____
GARY HERNDON
City Treasurer-Clerk

APPROVED AS TO FORM:

By: _____
HERBERT W.A. THIELE, Esq.
COUNTY ATTORNEY

APPROVED AS TO FORM:

By: _____
JAMES R. ENGLISH, Esq.
CITY ATTORNEY

LEON COUNTY SHERIFF

By: _____
LARRY CAMPBELL
Leon County Sheriff

APPROVED AS TO FORM:

By: _____
ALAN GRINER, Esq.
Sheriff Attorney

"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

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 THE 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

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

CITY OF TALLAHASSEE

LARRY CAMPBELL, SHERIFF
DATE: _____

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: _____

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

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 HERINAFTER 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.

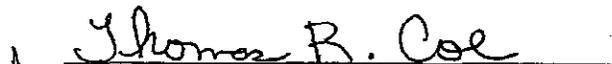
SIGNATORY PAGE

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

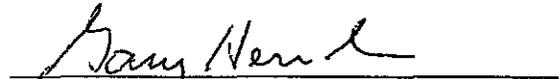

LARRY CAMPBELL, SHERIFF
DATE: 1-5-06

CITY OF TALLAHASSEE

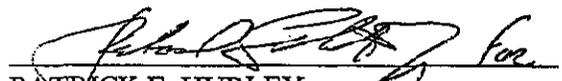

for ANITA R. FAVORSTHOMPSON, CITY
MANAGER
DATE: 1-13-06


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

ATTEST:


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

APPROVED AS TO FORM:


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

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

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 60-33, 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. Markey, 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."

SHERIFF'S OFFICES - ANSWER CALLS IN THE CITY

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