

IN THE CIRCUIT COURT OF THE SECOND  
JUDICIAL CIRCUIT IN AND FOR LEON  
COUNTY, FLORIDA

GRAND JURY, FALL TERM, 2013

IN RE: January 12, 2013 incident in  
which a Tallahassee Police Department  
officer was shot at on Misty Garden Circle

IN THE NAME OF AND BY THE AUTHORITY OF THE STATE OF FLORIDA

PRESENTMENT

THIS MATTER came before the Grand Jury for us to review the facts and circumstances of the January 12, 2013 incident in which two subjects shot at an unmarked police vehicle driven by a Tallahassee Police Department officer (hereinafter "The Officer"). We have recommended that the State Attorney charge and prosecute the two subjects who shot at the officer. We have also elected to review the conduct of the Tallahassee Police Department (hereinafter "TPD") in reference to this shooting and the circumstances which led up to it, specifically the question of whether when this incident occurred the TPD officers were outside of their jurisdiction in violation of the Mutual Aid Agreement between TPD and the Leon County Sheriff's Office (hereinafter LCSO). We have reviewed the physical evidence and taken testimony from witnesses including the TPD officers involved in this incident, the LCSO Deputies who investigated this matter, the TPD Internal Affairs Investigator who was assigned to review this matter, the Sheriff of Leon County, and the TPD Chief of Police. In addition we have reviewed the Mutual

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LEON COUNTY, FLORIDA

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Aid Agreement (attachment 1) as well as TPD's Standard Operating Procedures (attachment 2).

### **FACTUAL FINDINGS**

#### ***TPD knowingly went outside their jurisdiction...***

TPD was investigating several suspects regarding numerous residential burglaries in the Tallahassee area. On January 12, 2013, TPD was attempting to locate these suspects in the area of Sessions Road. At approximately 11:15pm, surveillance techniques indicated that the suspects may have been in or near a "suspicious vehicle" backed into the yard of a residence located at 3015 Lang Drive. Lang Drive is located in the unincorporated area of Leon County (hereinafter "The County") which is outside the City of Tallahassee and thus, outside TPD's jurisdiction.

The Mutual Aid Agreement between TPD and LCSO requires any TPD officer seeking to act as a police officer in The County to notify LCSO and request mutual aid. If the Sheriff agrees and grants mutual aid, then the Sheriff's policy is to send a Deputy to assist TPD with whatever business it is they have in The County. The request for mutual aid is supposed to be handled by TPD's Watch Commander. Although they knew they were going outside their jurisdiction, the Officers in question did not notify their Watch Commander that they were entering The County, nor did they take any steps to notify LCSO or request mutual aid.

#### ***TPD took police action outside their jurisdiction...***

The Officer's Sergeant instructed The Officer to park his undercover vehicle at a church on Homewood Road and attempt to peek over a fence at the property where the

"suspicious vehicle" was reported to be. Homewood Road is also located in The County. When The Officer pointed out that this location was outside his jurisdiction, his Sergeant told him that mutual aid was not required to go into The County for the purpose of "gathering intelligence."

There is an exception in TPD policy which allows officers to go into The County without mutual aid if they are:

*"seeking to drive by locations in another jurisdiction for the express purpose of gathering addresses, vehicle descriptions, or legal descriptions for court documents without any intention of taking law enforcement action". But they "shall do so only after receiving approval from their lieutenant." (See attachment 2, Procedure 3B).*

It is TPD's position that looking for the suspects was mere "intelligence gathering" and did not constitute law enforcement action, so mutual aid was not required. We do not agree with this interpretation of TPD policy. We find that the actions taken in this case by far exceeded the scope of the narrow exception outlined above and that TPD's actions did constitute law enforcement action. In addition, we note that the exception outlined in TPD policy does not appear in the Mutual Aid Agreement, and hence, there appears to be a conflict between the two documents. In any case, we find that the Mutual Aid Agreement *did* apply when the officers entered The County under these circumstances.

Further, while The Sergeant admits that the aforementioned TPD policy requires him to notify his Lieutenant before entering The County even for the express purposes stated, The Sergeant did not do so due to "time constraints" and/or because this was a "safety issue." We find no such time constraints or safety issues. To the contrary, we

find that operating in an undercover capacity outside your jurisdiction contrary to policy creates safety issues.

*The burglars were permitted to get away...*

Around 11:30pm while The Officer was looking for the "suspicious vehicle", he heard a noise which he described alternatively as: breaking glass; someone trying to kick a door in; or a metal toolbox full of tools slamming around. The noise was coming from the area of Misty Garden Circle off to his left. The Officer reported these noises over the radio, but then returned to his car to get night vision equipment to continue his efforts to get a look at this vehicle which he never did see and which there is no evidence had any relevance at all to his investigation. None of the officers involved notified LCSO of a possible burglary in progress in The County! Later investigation revealed that the noise The Officer heard was in fact the burglars he was investigating breaking into a residence on Misty Garden Circle. As a result of TPD's failure to act, nobody responded to this burglary in progress. While TPD was approximately 200 yards away peeking over a fence in the other direction, three men kicked in the front door of a residence at 2824 Misty Garden Circle and stole several items while one of the residents hid in a closet. The Officer, still unable to see any vehicle and being advised that the phones he was looking for were leaving the area, returned to his vehicle. At this point he decided to drive further into The County to Misty Garden Circle to look for any obvious signs of a burglary.

TPD advised that at this point, The Officer was acting not as a law enforcement officer, but as a civilian who was merely checking out a strange noise. We reject that idea. The Officer was a law enforcement officer who was on duty and in the midst of an

investigation of burglars thought to be in the area when he heard a noise consistent with a burglary in progress. Once The Officer announced his observations over the radio, any TPD officers listening had a duty as law enforcement officers to act immediately. And since they were outside their jurisdiction, they should have contacted the proper authorities to trigger a timely and appropriate response. If TPD had called 911 upon hearing the noise, the burglars may well have been caught red-handed.

*A TPD Officer was almost killed and other citizens were put in danger...*

As The Officer passed 2824 Misty Garden Circle, he observed a silver vehicle unoccupied but still running in front of the residence with the doors open. He turned around in the cul-de-sac of Misty Garden Circle and exited the area. As he was leaving, a second silver vehicle approached in the opposite lane of travel and the driver signaled The Officer to roll down his window. The Officer did not stop or roll down his window. He left the area, reporting what he observed over the radio. Another TPD Officer then asked The Officer if he got the tag number off the vehicle in the driveway. As he had not, The Officer then turned around and went back down Misty Garden Circle to get the tag number.

At approximately 11:50pm, The Officer passed 2824 Misty Garden Circle and turned around in the cul-de-sac a second time. As he turned around he noticed the driver that had signaled for him to roll down his window on his last trip past the residence was now behind him. In addition, two black males on foot appeared on either side of the road up ahead. The Officer reported over the radio that the men appeared to be "flanking" him. One of the men stepped out into the street in front of The Officer's vehicle and waved his arms signaling The Officer to stop. The Officer communicated concerns over

the radio that he was being set up for an ambush. Although he was wearing marked police raid gear, well armed, and in a vehicle equipped with police lights, he chose not to identify himself as a police officer. We find that this was a violation of TPD policy which reads as follows:

*"When a sworn member takes law enforcement action to address a forcible felony or other crime of violence outside of the Department's jurisdiction, the following procedures shall be followed"...*

*"1.e. Readily identify themselves to concerned or inquiring citizens, and if needed, other law enforcement officers, by means of Department badge and official police identification." (See attachment 2, Procedure 2F(1)(e)).*

Instead of identifying himself pursuant to this policy, The Officer yanked the wheel to the side in an effort to get around the man who was trying to stop him. As he did so, he observed the man raise his shirt and pull something out of his waistband in a "signature move" which signaled to The Officer that the man was drawing a firearm. As The Officer drove around the man in the road, the two men were now positioned on either side of his vehicle. At this time, both men began to shoot at The Officer. The Officer heard the gunfire and felt broken glass striking his face. At least 25 rounds were fired, 12 of which struck The Officer's vehicle. Presumably, the remaining 13 rounds are lodged somewhere in this residential neighborhood. While The Officer was not hit, one bullet lodged in his vehicle mere inches from his head. Neither The Officer nor any other officer returned fire.

We were offered several explanations for why The Officer did not identify himself as a police officer to the shooters. We heard testimony that The Officer was merely acting as a civilian checking out a strange noise. We reject this claim and find that

he was on Misty Garden Circle in his official capacity as a police officer investigating a possible burglary. The Officer testified that he did not want to blow his cover. We reject this claim as well and find that there was no need for a cover at the point the shooting occurred. The Officer testified that he was somewhat unfamiliar with his vehicle's police equipment. However, he did know how to activate the emergency lights which would have immediately alerted any potential threat that he was law enforcement.

Although there was no testimony that The Officer failed to identify himself as law enforcement because he was uncomfortable doing so outside his jurisdiction, it is clear that if TPD had complied with its own policies, this situation could have been avoided.

*The shooters were permitted to flee the area...*

After the shooting, The Officer drove away from the shooters and back to the location where he had been parked earlier looking for the suspicious vehicle. There he met up with another officer and proceeded with the other officer to set up a "loose roadblock" at the intersection of Homewood Road and Lang Drive. Shortly thereafter, the two silver suspect vehicles approached and "slow-rolled" right through the roadblock where they then fled in opposite directions.

The shooters were later identified as a resident of 2824 Misty Garden Circle, and a friend of his. The two men had responded to a call from a female resident who was in the closet when the three burglars kicked in the door and stole a safe containing money, guns, and illegal narcotics. When police attempted to interview the shooters, one refused to talk to law enforcement and the second admitted to shooting The Officer's vehicle but claimed he was shooting at someone he believed was involved in robbing his home. In addition, the second shooter claimed he believed The Officer was trying to run him over

and that is why he fired. We reject the claim that this was a justifiable shooting and have advised the State Attorney that both shooters should be prosecuted.

*TPD's internal response to this situation was insufficient...*

Your Grand Jurors met in regards to this matter twice in February, 2013. Your Grand Jurors found it incredible that a month after this shooting, the TPD's administration had not even begun an internal investigation into the matter. With a police vehicle being shot at twenty-five times, a neighborhood shot up, and a veteran officer nearly killed while policing outside of his jurisdiction, we felt the situation begged for an investigation.

At our second February meeting, the State Attorney advised that he had contacted the Chief of Police and suggested he investigate this matter and report back to the Grand Jury at our next meeting which was set for March 13, 2013. At the conclusion of our February meetings, we made our recommendations to the State Attorney for the drafting of this Presentment.

Unfortunately, at our March 13, 2013 meeting we learned that although an internal investigation had begun at TPD, they had not yet conducted a single interview did not expect to have any findings to report for at least 30 more days (which exceeds TPD policy that a decision shall be rendered within 45 days). It is astonishing that your Grand Jury could conduct an investigation and render this Presentment after less than twelve hours work, yet an agency that specializes in investigations cannot get the job done in four months. It appears to your Grand Jury that the union contract between TPD and the Police Benevolent Association appears to be at least partly to blame for this delay. There appears to be some inconsistency between this contract and Section 112 of



the Florida Statutes regarding the procedures for interviewing an officer who has been involved in an incident such as this one. Further, it appears this union contract limits the ability of the Chief of Police to effectively enforce TPD policy. But whatever the cause, your Grand Jury can only describe TPD's review of this matter as careless, uncaring, cavalier, and incompetent.

Your Grand Jury did learn that The Officer has been identified as the subject of TPD's internal investigation while the other officers involved have been listed as witnesses. Your Grand Jury believes the issues articulated in this Presentment are systemic within TPD rather than issues particular to one officer. It is clear to your Grand Jury that the solution to this problem would involve the leadership at TPD taking responsibility for this situation. However, based on what we have heard regarding the internal investigation thus far, we have little confidence the issues articulated in this Presentment will be properly addressed by TPD.

### CONCLUSIONS

The Mutual Aid Agreement requires TPD to request assistance from the Sheriff if they want to take any police action outside the Tallahassee city limits. We find that the surveillance that was being conducted on the burglars' and everything that happened thereafter was police action. At no time during any of this did TPD alert LCSO that they were taking police action in The County as required by the Mutual Aid Agreement. And in violation of TPD's own policy, the TPD Watch Commander was completely unaware of the operation that the officers were involved in that night.

Had the Sheriff been advised and granted mutual aid to TPD, a marked vehicle would have responded to the noise The Officer heard; dealt with the homeowners appropriately; and may have even caught the burglars as they left the residence.

Further, when a Sheriff's Deputy finally did arrive on scene and inquired as to why TPD was out in The County, he was not given a straight answer. He was told by one TPD Lieutenant that the TPD officers may have been engaged in a US Marshall's Task Force operation, which proved false. Then a second TPD Lieutenant advised the officers were operating under the Career Criminal Unit as part of an ATF Gun Violence Task Force operation and that The Officer only happened to be driving through the area when he was shot at and was unaware of any burglary, both of which also proved to be false.

We believe TPD was negligent in their failure to comply with the Mutual Aid Agreement. And the result is that a police officer was almost killed and a community was unnecessarily put in danger. TPD should have requested Mutual Aid before they set foot outside their jurisdiction. And even if they didn't then, they certainly should have once they heard a possible burglary in progress. Instead, they waited around for the burglars to flee the area, and then drove further outside their jurisdiction where they encountered the homeowners/shooters. Then, when confronted in the street, The Officer chose not to identify himself as law enforcement demonstrating another poor decision that could have changed the course of this incident and avoided this terrible situation had it been handled differently.

Although these violations of policy are matters that should have been handled internally within TPD, at the time of our initial review of this matter (30 days after the incident) an internal TPD investigation had not even been initiated; and at the time this

Presentment was authored, TPD had yet to conduct a single interview pursuant to their internal investigation. TPD leadership informed your Grand Jury that TPD's internal investigation was delayed because TPD was waiting for the Grand Jury and LCSO to conclude their business before beginning its own investigation. We find this explanation incredible.

In conclusion, having reached this decision following an independent and thorough review of the evidence presented before us by sworn material witnesses including officers from TPD and LCSO; we find that TPD took police action outside their jurisdiction in violation of the Mutual Aid Agreement. The evidence has shown that this is not the first time this has occurred and we strongly recommend that TPD take corrective action to prevent this from happening again in the future.

### **RECOMMENDATIONS**

In addition to any disciplinary action TPD deems appropriate, we recommend that TPD take the following actions to address this matter:

1. Institute annual training by TPD and LCSO on mutual aid policies and procedures.
2. Create accountability within TPD's leadership and demand more effective supervision of the officers by their chain of command.
3. Clarify TPD policies regarding mutual aid; specifically the definition of "police action" versus "gathering intelligence" as it pertains to when the

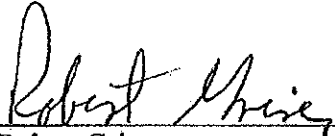
Mutual Aid Agreement is triggered. "Police action" for these purposes should include any time an officer is on duty and conducting any type of police activity.

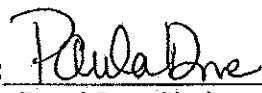
4. Take prompt disciplinary action against officers who violate the Mutual Aid Agreement.
5. Conduct all police business on a recorded police channel.
6. Provide written reports to LCSO to document the use of mutual aid as required by the Mutual Aid Agreement.
7. Require officers to demonstrate understanding of and proficiency with all police-issued equipment.
8. Require a written report of any debriefing following any shooting incidents be provided to the TPD Chief of Police within 48 hours of the incident.
9. Any future union contract should be amended to reflect consistency with Florida Statutes and should not create undue delays or other impediments to the Chief of Police investigating incidents involving TPD officers' conduct while on duty.

We further recommend:

10. Consolidation of TPD and LCSO into one agency led by the Leon County Sheriff.

RESPECTFULLY SUBMITTED this 13 day of March, 2013.

  
Robert Griner  
Foreperson

Attest:   
Grand Jury Clerk

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 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, 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, THE INTENT OF THIS SECTION IS TO ALLOW AN OFFICER TO BACK UP A DEPUTY IN AN EMERGENCY AND IS NOT INTENDED TO CONFER GENERAL AUTHORITY ON THE POLICE DEPARTMENT TO SEND AN OFFICER WHO IS NOT IN CLOSE PROXIMITY, OR SPECIALIZED UNITS, TO THE SCENE. CONTROL OF THE INCIDENT SHALL BE IMMEDIATELY RELINQUISHED TO THE FIRST DEPUTY WHO ARRIVES ON THE SCENE.

- 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. THE INTENT OF THIS SECTION IS TO ALLOW AN OFFICER TO RESPOND UNDER CIRCUMSTANCES NOTED ABOVE AND IS NOT INTENDED TO CONFER GENERAL AUTHORITY ON THE POLICE DEPARTMENT TO SEND AN OFFICER WHO IS NOT IN CLOSE PROXIMITY, OR SPECIALIZED UNITS, TO THE SCENE. 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. THE INTENT OF THIS SECTION IS TO ALLOW AN OFFICER TO RESPOND UNDER CIRCUMSTANCES NOTED ABOVE AND IS NOT INTENDED TO CONFER GENERAL AUTHORITY ON THE POLICE DEPARTMENT TO SEND AN OFFICER WHO IS NOT IN CLOSE PROXIMITY, OR SPECIALIZED UNITS, TO THE SCENE. CONTROL OF THE INCIDENT SHALL BE IMMEDIATELY RELINQUISHED TO THE FIRST DEPUTY WHO ARRIVES ON THE SCENE.

- ① I WAS MONITORING.
- ② IMMEDIATE NEED TO DETERMINE IF THE S.O. NEEDS TO BE CALLED.
- 2 POSSIBLE RESPONSES
  - ① CALL S.O.
  - ② LEAVE

- 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 COUNTY.

- 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: SUPERVISORY RESPONSIBILITY

- 4.1 THE PERSONNEL AND EQUIPMENT BELONGING TO THE ASSISTING AGENCY AND WHICH ARE ASSIGNED BY THE ASSISTING AGENCY HEAD SHALL BE UNDER THE

IMMEDIATE SUPERVISION OF A SUPERVISING OFFICER DESIGNATED BY THE ASSISTING AGENCY HEAD.

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

① CID 5 (b) (3B) 4.3 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.

4.4 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.

① This is how  
its supposed to be  
Handled. 4.5 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.

4.6 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(16)(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. MAJOR
  - iv. CAPTAIN
  - v. WATCH COMMANDER

## **SECTION TEN: EFFECTIVE DATE**

- 10.1 THIS AGREEMENT SHALL TAKE EFFECT UPON EXECUTION AND APPROVAL BY THE HEREBINAFTER NAMED OFFICIALS AND SHALL CONTINUE IN FULL FORCE AND

EFFECT UNTIL JANUARY 1, 2017, 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, 2013, THIS AGREEMENT SHALL BECOME VOID AND THE PARTIES SHALL BE REQUIRED TO EXECUTE A NEW AGREEMENT.

**SECTION ELEVEN: CANCELLATION**

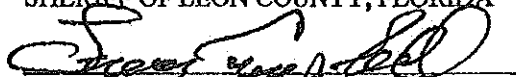
- 11.1 ANY PARTY MAY CANCEL ITS PARTICIPATION IN THIS AGREEMENT WITHOUT CAUSE UPON DELIVERY OF WRITTEN NOTICE TO THE OTHER PARTY. CANCELLATION WILL BE AT THE DIRECTION OF ANY ONE OF THE BELOW SUBSCRIBING PARTIES.
- 11.2 ANY PARTY MAY IMMEDIATELY CANCEL ITS PARTICIPATION IN THIS AGREEMENT BY VERBAL NOTICE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

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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: 12/23/12

CITY OF TALLAHASSEE

  
ANITA R. FAVORS-THOMPSON,  
CITY MANAGER

DATE: \_\_\_\_\_

  
DENNIS JONES, CHIEF OF POLICE

DATE: 12/21/12

ATTEST:

  
JIM COOKE, CITY TREASURER - CLERK

DATE: 12/21/12

APPROVED AS TO FORM:

  
JIM ENGLISH, CITY ATTORNEY

DATE: 12/21/12

IN THE CIRCUIT COURT OF THE  
SECOND JUDICIAL CIRCUIT IN AND  
FOR LEON COUNTY, FLORIDA

ccu

IN RE: GRAND JURY

**\*\*WITNESS SUBPOENA\*\***

TO ALL AND SINGULAR THE SHERIFFS OF THE STATE OF FLORIDA

You are commanded to summon the witnesses listed below:

**SGT. GAVIN LARREMORE**

**TPD**

YOU ARE COMMANDED to appear before the Leon County Grand Jury by arriving promptly at 8:30 A.M. on **TUESDAY, FEBRUARY 12, 2013** at the State Attorney's Office, Leon County Courthouse, Suite 475, at 301 South Monroe Street in Tallahassee, Florida, and you shall be called to testify in this matter. You are subpoenaed to appear by the undersigned State Attorney, and unless excused from this subpoena by this attorney or the Court you shall respond to this subpoena as directed.

DATED on 2-8-13

BY: William N. Meggs

WILLIAM N. MEGGS

Florida Bar No. 224545

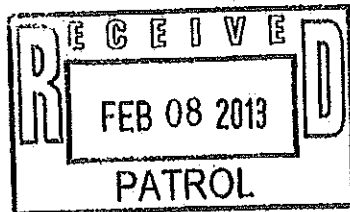
State Attorney

State Attorney's Office

301 South Monroe Street



Tallahassee, FL 32399-2550

AC 850 606-6016





**TALLAHASSEE POLICE DEPARTMENT**  
**STANDARD OPERATING PROCEDURES**  
**CRIMINAL INVESTIGATION DIVISION**

 Proudly Policing Since 1841	<b>SUBJECT</b> Jurisdiction, Mutual Aid, and Investigative Task Force Agreements		 Nationally Accredited 1986
	<b>BUREAU COMMANDER</b> <i>Signature on File</i>		
<b>NUMBER</b> CID 5	<b>ISSUE DATE</b> 09/30/2008	<b>REVISION DATE</b> 10/05/2012	<b>TOTAL PAGES</b> 7

**AUTHORITY/RELATED REFERENCES**

Florida Statute Chapter 23, Mutual Aid  
 General Order 33 Jurisdictional Guidelines and Mutual Aid  
 General Order 46, Rules of Conduct  
 General Order 26, High-Risk Incidents  
 General Order 27, Pursuits

**ACCREDITATION REFERENCES**

CALEA Chapters 2, 3  
 CFA Chapter 20

**KEY WORD INDEX**

Documentation of Mutual Aid Assistance  
 Investigative Task Force Agreements  
 Jurisdiction Guidelines  
 Mutual Aid Agreements  
 Mutual Aid Guidelines (General)  
 Mutual Aid Guidelines (Investigations)  
 Mutual Aid Notifications – Lieutenant  
 Mutual Aid Notifications – Member  
 Mutual Aid Notifications – Sergeant

Procedure III A 5, IV  
 Procedure VI  
 Procedure I  
 Procedure V  
 Procedure II  
 Procedure III  
 Procedure II F 3, III A 2 & B – C  
 Procedure II F 1, III A 1 & B – C  
 Procedure II F 2, III C

**POLICY**

Department members, in the course of official duties, shall cooperate with other law enforcement agencies by providing or receiving appropriate assistance in the form of services, personnel and equipment for emergencies and other identified

## **TALLAHASSEE POLICE DEPARTMENT**

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needs, and in doing so shall adhere to applicable Department policies and procedures, and terms of approved mutual aid agreements.

### **DEFINITIONS**

**Jurisdiction:** The geographic area within which a law enforcement agency exercises its authority and responsibility, and specifically for the Department, the incorporated areas within the Tallahassee city limit.

**Mutual Aid Agreement:** Under the authorization of Chapter 23 of Florida Statutes, a cooperative agreement among government agencies allowing for rapid and efficient augmentation of resources.

**Multi-Jurisdictional Investigative Task Force Agreement:** A contractual arrangement between two or more law enforcement agencies designed to assist one another in specifically targeted investigations.

### **PROCEDURES**

#### **I. JURISDICTION GUIDELINES**

- A. Members whose job duties require knowledge of the Department's jurisdiction shall maintain familiarity with the jurisdictional boundaries, and applicable changes to the boundaries.
- B. When a sworn member is unsure if a location or address is within the Department's jurisdiction, he or she shall inquire with the Communications Center for confirmation prior to taking any law enforcement action, except when the process of such inquiry would likely result in the member or another person suffering great bodily harm or death.

#### **II. MUTUAL AID GUIDELINES – GENERAL**

- A. Sworn members rendering aid under a mutual aid agreement in a jurisdiction other than their own have the same powers, duties, rights, privileges, and immunities as if performing those duties inside their own jurisdiction.
- B. Sworn members rendering aid under a mutual aid agreement shall not perform any acts that violate Department General Orders, Special Orders, Standard Operating Procedures, or accepted practices.
- C. Sworn members, except as denoted below, are not empowered under any mutual aid agreement to perform law enforcement duties outside of their own jurisdiction without the prior approval from:

## TALLAHASSEE POLICE DEPARTMENT

1. Their direct lieutenant or a sworn command staff member, and
2. The law enforcement agency that has jurisdiction.

(D) Sworn members may take law enforcement action outside the Department's jurisdiction without prior authorization from the law enforcement agency having jurisdiction under the following circumstances:

(F) VEH. TAG WAS USED  
TO KNOW IF A CRIME  
WAS ACTUALLY OCCURRING.

1. Authorized fresh pursuit in accordance with General Order 27.
2. Affecting a citizen's arrest in accordance with applicable law.
3. Performing lawful duties being duly deputized or cross-sworn within the jurisdiction.
4. Providing support to any law enforcement officer in an emergency situation requiring immediate law enforcement action.
5. Upon witnessing a forcible felony or other crime of violence in a mutual aid jurisdiction.

E. In situations where a sworn member is addressing a forcible felony or other crime of violence outside the Department's jurisdiction, and becomes aware of another crime (felony or misdemeanor), directly related to the original offense, the member is authorized to take appropriate law enforcement action.

F. When a sworn member takes law enforcement action to address a forcible felony or other crime of violence outside of the Department's jurisdiction, the following procedures shall be followed:

1. The member taking such action shall do so in accordance with applicable Department policy and procedures, and:
  - a. As soon as practical, advise his or her on-duty chain of command on the circumstances of the incident.
  - b. Request a representative of the appropriate agency with jurisdiction to meet at the incident location for assistance or transfer of operational control.
  - c. If impractical to notify his or her chain of command, contact the on-duty watch commander following the procedures outlined above.

## --- TALLAHASSEE POLICE DEPARTMENT

- d. Maintain operational control of the incident until properly relieved by a representative of the agency with jurisdiction.
  - e. Readily identify themselves to concerned or inquiring citizens, and if needed, other law enforcement officers, by means of Department badge and official police identification.
2. Sergeants made aware of the above shall promptly advise the lieutenant in his or her chain of command, and:
- a. Request a representative of the appropriate agency with jurisdiction to meet the requesting member at the incident location.
  - b. If impractical to contact his or her chain of command, notify the on-duty watch commander following the procedures outlined above.
3. Lieutenants made aware of the above shall promptly make contact with a person the rank of lieutenant or higher of the agency with jurisdiction for the incident location, advising that person of the incident, and:
- a. Request agency representation on the incident scene to either assume or assist with operational control.
  - b. As warranted, notify his or her chain of command of the incident, and its resolution.
4. In situations where a person of the rank of lieutenant or higher of the agency with jurisdiction for the incident is not available, the (TPD) lieutenant shall make contact with the agency representative, regardless of rank, with the authority to make mutual aid decisions.
5. The directives applicable to sergeants and lieutenants in this section are equally applicable to department members who are temporarily working in the role of a sergeant or lieutenant.

### **III. MUTUAL AID GUIDELINES – INVESTIGATIONS**

- A. If during the course of an investigation, it is deemed necessary to take law enforcement action in another jurisdiction in order to further the progress of the investigation, the following procedures shall be followed to enact mutual aid:

## TALLAHASSEE POLICE DEPARTMENT

1. The officer/investigator shall provide a detailed assessment of the request to the appropriate sergeant and lieutenant.
2. The lieutenant shall contact the applicable law enforcement agency, speaking with a person the rank of lieutenant or higher, to:
  - a. Request mutual aid be enacted, and
  - b. Arrange for the assistance needed.
3. The Department's Patrol Watch Commander may enact Mutual Aid with a Leon County Sheriff's Office (LCSO) Patrol Watch Commander. In the event the request is made through CID, the Division Commander (Captain) shall obtain Mutual Aid from the LCSO Criminal Investigations Bureau Commander (Captain).
4. When a Mutual Aid request is made to another agency, the Section Lieutenants are authorized to obtain Mutual Aid from a person of the rank of lieutenant or higher.
5. Absent circumstances as outlined in section II D above, the lieutenant shall not authorize law enforcement action in another jurisdiction until mutual aid is enacted.
6. The officer/investigator shall take no action until authorized by the lieutenant.
7. The mutual aid request and arrangements made with the applicable agency shall be documented in a written format directed to the appropriate captain.
  - a. The written format can be either email or a memorandum.
  - b. This documentation shall be made contemporaneous to the mutual aid request and arrangements.
8. In situations where a person of the rank of lieutenant or higher of the agency with jurisdiction for the incident is not available, the (TPD) lieutenant shall make contact with the agency representative, regardless of rank, with the authority to make mutual aid decisions.

\* (B.) Although not a mutual aid situation, officers/investigators seeking to drive by locations in another jurisdiction for the express purpose of gathering addresses, vehicle descriptions, or legal descriptions for court documents without any intention of taking law enforcement action shall do so only after receiving approval from their lieutenant.

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## TALLAHASSEE POLICE DEPARTMENT

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- C. There are two standing locations for Mutual Aid by LCSO.
  - 1. Contract Wrecker location for the purpose of processing impounded vehicles
  - 2. Leon Iron Works when there is a non-suspect follow-up being conducted.
- D. When conducting pre-planned surveillance operations that unintentionally or inadvertently travel outside of the Department's jurisdiction, the officer/investigator, sergeant, and lieutenant shall, without delay, follow the procedures outlined above in section III A.
- E. In situations where a person of the rank of lieutenant or higher of the agency with jurisdiction for the incident is not available, the (TPD) lieutenant shall make contact with the agency representative, regardless of rank, with the authority to make mutual aid decisions.
- F. The directives applicable to sergeants and lieutenants in this section are equally applicable to department members who are temporarily working in the role of a sergeant or lieutenant.

### IV. MUTUAL AID – DOCUMENTATION OF ASSISTANCE

- A. When a member assists another agency in a law enforcement endeavor under the provisions of mutual aid, the member shall cooperate in providing their name, personal data, and a synopsis of their involvement to the agency personnel whom they assisted.
- B. When other agency personnel assist Department members in a law enforcement endeavor under the provisions of mutual aid, the member requesting mutual aid and the supervisor(s) made aware of the situation, shall ensure the names, personal data and synopsis of involvement of those persons is obtained and documented, as follows:
  - 1. If a police report is completed on the incident involving mutual aid, the information shall be included in the report.
  - 2. If a police report is not completed on the incident involving mutual aid, the information shall be included within CAD or PMDC notes.

### V. MUTUAL AID AGREEMENTS

- A. When the Department enters into a mutual aid agreement with another law enforcement agency, the person responsible for the Department's partnership in such an agreement shall ensure the following information is addressed in the document:

## **TALLAHASSEE POLICE DEPARTMENT**

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1. The legal status of the agencies and agency personnel responding to mutual aid requests.
  2. Procedures for vesting provider agency personnel with the legal authority to act within the receiver agency's jurisdiction.
  3. Procedures for requesting mutual aid.
  4. Identity of those persons authorized to request mutual aid.
  5. Identify of persons to whom outside personnel are to report.
  6. Procedures for maintaining radio communication with outside personnel.
  7. Expenditures, if any, which should be borne by the receiver agency to compensate for the use of the provider agency's resources.
  8. Procedures for review and revision.
- B. The Department member responsible for the Department's partnership in the mutual aid agreement shall ensure a copy of the signed agreement is provided to the Legal Advisor's Office and the Office of Professional Standards.
- C. The Legal Advisor's Office shall review all mutual aid agreements on an annual basis to ensure compliance and to facilitate needed modifications.

### **VI. INVESTIGATIVE TASK FORCE AGREEMENTS**

- A. When the Department enters into a multi-jurisdictional Investigative task force with other law enforcement agencies, the person responsible for the Department's partnership in such a task force shall ensure the following information is addressed in the written agreement:
1. Purpose description, and desired objectives.
  2. Definition of authority, responsibilities, and written agreement to address the specific protocols for engagement.
  3. Mechanism to evaluate results, and the need for continued operations.

## **TALLAHASSEE POLICE DEPARTMENT**

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- B. The person responsible for the creation of the multi-jurisdictional investigative task force agreement shall ensure a copy of the signed agreement is provided to the Legal Advisor's Office and the Office of Professional Standards.
- C. The captain responsible for the member(s) assigned to the multi-jurisdictional investigative task force shall review all such agreements on an annual basis to ensure compliance and to facilitate needed modifications.
- D. All news media releases involving task forces, organizations functioning as a team, or investigations consisting of the primary involvement of other agencies shall be coordinated amongst all of the involved agencies via the task force public information officer and the designated TPD public information officer.