



April 9, 2008

M E M O R A N D U M

TO: District Board of Trustees

FROM: William D. Law, Jr., President

RE: Mutual Aid Agreement between the TCC Police Department and Leon County Sheriff's Office

The College seeks to enter into a mutual aid agreement with the Leon County Sheriff's Office for combined voluntary cooperation and operational assistance in the event of an emergency. This agreement shall take effect on the date that the Board approves and shall remain effective until January 5, 2009 as requested by the Leon County Sheriff's Office.

Staff Resource: Teresa Smith.

RECOMMENDED ACTION: Approve mutual aid agreement as presented.

SHERIFF OF LEON COUNTY, FLORIDA
(also known as the)
LEON COUNTY SHERIFF'S OFFICE
AND
TALLAHASSEE COMMUNITY COLLEGE 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 COMMUNITY COLLEGE POLICE DEPARTMENT GENERALLY INCLUDE VIOLATIONS WHICH OCCUR ON PROPERTY OR FACILITIES THAT ARE UNDER THE GUIDANCE, SUPERVISION, REGULATION, OR CONTROL OF THE COMMUNITY COLLEGE ; 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 TERRITORIAL 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 TALLAHASSEE COMMUNITY COLLEGE 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 – NON-PLANNED, 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 – PLANNED 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 TALLAHASSEE COMMUNITY COLLEGE 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 NON-PLANNED LAW ENFORCEMENT ACTIVITY ACROSS JURISDICTIONAL LINES, AND
- (2) PROVIDES FOR RENDERING OF PLANNED OPERATIONAL ASSISTANCE IN INTENSIVE SITUATIONS INCLUDING, BUT NOT LIMITED TO, NATURAL OR MANMADE DISASTERS OR EMERGENCIES AS DEFINED UNDER SECTION 252.34, FLORIDA STATUTES, AND/OR INVESTIGATIONS REQUIRING CERTAIN EQUIPMENT OR EXPERTISE.

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

SECTION ONE: PROVISIONS FOR VOLUNTARY COOPERATION

1.1 THE SHERIFF AND THE TCC POLICE HEREBY APPROVE AND ENTER INTO THIS AGREEMENT WHEREBY EACH MAY REQUEST AND RENDER NON-PLANNED LAW ENFORCEMENT ASSISTANCE TO THE OTHER IN DEALING WITH ANY VIOLATION OF THE FLORIDA CRIMINAL STATUTES AND BACKUP SERVICES DURING PATROL ACTIVITIES. 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, INCLUDING ANY PROPERTY OR FACILITIES ON THE TALLAHASSEE COMMUNITY COLLEGE CAMPUS (HEREINAFTER KNOWN AS AND REFERRED TO AS TCC TERRITORIAL JURISDICTION).

SECTION TWO: PROVISIONS FOR PLANNED OPERATIONAL ASSISTANCE

2.1 THE SHERIFF AND THE TCC POLICE HEREBY APPROVE AND ENTER INTO THIS AGREEMENT WHEREBY EACH MAY REQUEST AND RENDER LAW ENFORCEMENT ASSISTANCE TO THE OTHER IN DEALING WITH INTER-AGENCY TASK FORCES, JOINT INVESTIGATIONS, 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, INCLUDING TCC TERRITORIAL JURISDICTION.

SECTION THREE: PROCEDURE FOR REQUESTING/RENDERING ASSISTANCE

3.1 IN THE EVENT THAT THE SHERIFF IS IN NEED OF ASSISTANCE WITHIN ANY AREA OF LEON COUNTY, AN AUTHORIZED REPRESENTATIVE OF THE SHERIFF SHALL NOTIFY THE TCC POLICE DESIGNEE. THE TCC POLICE 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. THE SHERIFF OR HIS/HER DESIGNEE MAY DETERMINE WHO IS AUTHORIZED TO LEND ASSISTANCE, 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 TCC POLICE ARE IN NEED OF ASSISTANCE WITHIN TCC TERRITORIAL JURISDICTION, AN AUTHORIZED REPRESENTATIVE OF THE TCC POLICE 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 SHOULD A SWORN TCC POLICE 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, HE/SHE SHALL BE EMPOWERED PURSUANT TO THIS MUTUAL AID AGREEMENT TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH LAW. SHOULD ENFORCEMENT ACTION BE NECESSARY, SAID OFFICER 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 TO EMERGENCIES, BUT IS INTENDED TO ADDRESS CRITICAL, LIFE-THREATENING OR PUBLIC SAFETY SITUATIONS OCCURRING IN THE OFFICER'S PRESENCE, PREVENT BODILY INJURY TO CITIZENS, OR SECURE APPREHENSION OF CRIMINALS WHOM THE OFFICER MAY ENCOUNTER. THIS PARAGRAPH MAY ALSO APPLY WITHIN THE INCORPORATED AREAS OF LEON COUNTY SHOULD THE TCC POLICE CHOOSE TO INVOKE MUTUAL AID WITH THE SHERIFF.

- 3.4 IN THE EVENT THAT IT IS NECESSARY FOR THE TCC POLICE TO TAKE ANY PLANNED LAW ENFORCEMENT RELATED ACTION WITHIN THE UNINCORPORATED AREAS OF LEON COUNTY, AN AUTHORIZED REPRESENTATIVE OF THE TCC POLICE 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 TCC POLICE SHALL BE EMPOWERED UNDER THIS PARAGRAPH TO OPERATE IN THE UNINCORPORATED AREAS OF LEON COUNTY FOR ANY PLANNED LAW ENFORCEMENT ACTIVITIES 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. THIS PARAGRAPH MAY ALSO APPLY WITHIN THE INCORPORATED AREAS OF LEON COUNTY SHOULD THE TCC POLICE CHOOSE TO INVOKE MUTUAL AID WITH THE SHERIFF.

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 TCC POLICE ARE THE ASSISTING AGENCY AND SUCH ASSISTANCE IS BEING PROVIDED WITHIN THE UNINCORPORATED AREAS OF LEON COUNTY, OR WITHIN THE INCORPORATED AREAS OF LEON COUNTY SHOULD TCC POLICE CHOOSE TO INVOKE MUTUAL AID WITH THE SHERIFF, 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 IN TCC TERRITORIAL JURISDICTION, SUCH SUPERVISING OFFICER SHALL BE UNDER THE COMMAND OF THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE TCC POLICE.
 - 4.1.3 SUPERVISING OFFICERS RENDERING ASSISTANCE PURSUANT TO SECTION 3.4 SHALL BE UNDER THE COMMAND OF THE SHERIFF OR HIS/HER DESIGNEE.
- 4.2 WHENEVER A DEPUTY SHERIFF, TCC POLICE OFFICER OR OTHER APPOINTEE IS RENDERING ASSISTANCE PURSUANT TO THIS AGREEMENT, THE DEPUTY SHERIFF,

TCC 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 SUPERVISING 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 TCC POLICE WHEN ACTUALLY ENGAGING IN MUTUAL COOPERATION AND ASSISTANCE OUTSIDE OF THEIR JURISDICTIONAL LIMITS BUT INSIDE LEON COUNTY, 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 TERRITORIAL JURISDICTION IN WHICH NORMALLY EMPLOYED. ANY TCC POLICE OFFICER ACTING WITHIN THE UNINCORPORATED AREAS OF 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, 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 TCC POLICE DESIGNEE OR AUTHORIZED AGENCY REPRESENTATIVE AS IT PERTAINS TO THIS AGREEMENT SHALL BE THE FOLLOWING PERSONS:

- i. CHIEF OF POLICE
- ii. OPERATIONS LIEUTENANT

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 5, 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 5, 2009, THIS AGREEMENT SHALL BECOME VOID AND THE PARTIES SHALL BE REQUIRED TO EXECUTE A NEW AGREEMENT.

SECTION ELEVEN: CANCELLATION

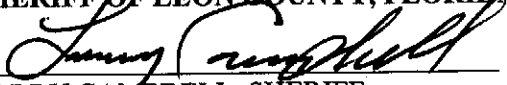
11.1 ANY PARTY MAY CANCEL ITS PARTICIPATION IN THIS AGREEMENT WITHOUT CAUSE UPON DELIVERY OF WRITTEN NOTICE TO THE OTHER PARTY. CANCELLATION WILL BE AT THE DIRECTION OF ANY ONE OF THE BELOW SUBSCRIBING PARTIES.

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: 4/3/08

TALLAHASSEE COMMUNITY COLLEGE

BILL LAW, PRESIDENT
DATE: _____


E.E. EUNICE, CHIEF OF POLICE
DATE: 4-8-08

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