



BRAD KING, STATE ATTORNEY
Fifth Judicial Circuit of Florida
Serving Marion, Lake, Citrus, Sumter, Hernando Counties

RESPONSE TO PUBLIC STATEMENTS BY SHERIFF DANIELS
AND TO PUBLIC RECORDS DEMANDS MADE REGARDING INVESTIGATION

It has been brought to my attention that in a Facebook video Clay County Sheriff Daniels has indicated that he was presented an ultimatum to either resign his office and withdraw from the election or be arrested. That is not true. What was proposed to the Sheriff was **after his arrest** an early disposition of the case that would allow him to potentially retain his pension.

I have attached for your reference the two emails sent to the Sheriff's criminal lawyer regarding the case and the agreement that was proposed.

I do not know Sheriff Daniels, his politics, his opponents, nor for that matter any citizen in Clay County. When I am asked to prosecute a case, I do it based on the facts and the law and nothing else.

Since the Sheriff raised this issue, I believe that I can respond thereto. However, regarding other public records demands that have been made upon my office for various types of information regarding an assignment by the Governor concerning the investigation, charging or arrest of Sheriff Darryl Daniels of Clay County, I would direct your attention to Florida Statute 27.151 which says:

- (1) If the Governor provides in an executive order issued pursuant to s. 27.14 or s. 27.15 that the order or a portion thereof is confidential, the order or portion so designated, the application of the Governor to the Supreme Court and all proceedings thereon, and the order of the Supreme Court shall be confidential and exempt from the provisions of s. 119.07(1).
- (2) The Governor shall base his or her decision to make an executive order confidential on the criteria set forth in s. 119.14.¹
- (3) To maintain the confidentiality of the executive order, the state attorney, upon entering the circuit of assignment, shall immediately have the executive order sealed by the court prior to filing it with the clerk of the circuit court. The Governor may make public any executive order issued pursuant to s. 27.14 or s. 27.15 by a subsequent executive order, and at the expiration of a confidential executive order or any extensions thereof, the executive order and all associated orders and reports shall be open to the public pursuant to chapter 119 unless the information contained in the executive order is confidential pursuant to the provisions of chapter 39, chapter 415, chapter 984, or chapter 985.

I read this statute as requiring any State Attorney to hold matters done pursuant to a confidential Governor's assignment confidential. If any such executive order is made public by operation of this law, in the future, I will forthwith respond to records requests that have been made in regard to this matter.

Brad King

From: Brad King
Sent: Wednesday, August 12, 2020 1:31 PM
To: mkachergus@sheppardwhite.com
Subject: Sheriff Daniels
Attachments: Deferred Prosecution Agreement.pdf; Daniels Resignation Form.pdf; Daniels Withdrawal of Candidacy Form.pdf

The agreement and letters necessary to complete it are attached.

FYI my plan of action is as follows:

Tomorrow – Thursday we will get the information filed and a capias issued from Clay County

When I have the information in hand I will inform the Governor's office so that they can prepare to act accordingly.

After having given them time to make whatever arrangements that they intend to make, FDLE will get the capias and will serve it in lieu of the Sheriff's own staff doing it.

Your client will need to execute and file the letters attached by Friday. This is different from the agreement as written which gives him till the end of the day tomorrow.

Brad King

From: Brad King
Sent: Tuesday, August 11, 2020 9:13 AM
To: mkachergus@sheppardwhite.com
Subject: Sheriff Daniels Investigation review

Mr. Kachergus,

My staff and I have reviewed the information provided to us by the FDLE. We are inclined to file 3 counts of perjury to a law enforcement officer and one count of tampering with evidence. Before we go forward, I offer you the opportunity to provide us with any additional information that was not given to FDLE on behalf of your client. One area that you or he may speak to is his claim that he "sought" an injunction against Ms. Smith prior to her arrest. We can find no evidence of that having occurred in Duval or Clay counties. Any records including phone call lists to the injunction clerk, SAO or private lawyer seeking assistance in that matter would be helpful.

Also, if your client would like to discuss a disposition of this matter short of trial, we are willing to discuss his options.

You may call me at 352-671-5998 or email me. Time is of the essence in this matter so by close of business tomorrow is our deadline.

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT,
OF THE STATE OF FLORIDA, IN AND FOR CLAY COUNTY

STATE OF FLORIDA

CASE NO.

VS

DARRYL DANIELS
_____ /

STIPULATED AGREEMENT FOR DEFERRED PROSECUTION OF CHARGES

This agreement is entered into between the State of Florida, by and through its undersigned assigned State Attorney, and the Defendant, personally and through his attorney, Matthew Kachergus.

I have discussed the charges and potential resolutions to them with my lawyer and understand that in lieu of voluntarily entering into this agreement, I can proceed to trial and exercise all of the rights listed below.

I am aware of and fully understand that charge(s) listed below have been filed against me in the above-styled case(s). I understand that the maximum sentence of each charge is as follows:

Charge	Imprisonment	Fine
MAKING A FALSE STATEMENT TO A LAW ENFORCEMENT OFFICER	1 YEAR	\$1,000
MAKING A FALSE STATEMENT TO A LAW ENFORCEMENT OFFICER	1 YEAR	\$1,000
MAKING A FALSE STATEMENT TO A LAW ENFORCEMENT OFFICER	1 YEAR	\$1,000
TAMPERING WITH EVIDENCE	5 YEARS	\$5,000

I understand that the agreement is made in my own best interest and enables me to dispose of the charges without risk of conviction and sentence.

Pursuant to negotiations entered into between the State Attorney's Office, my attorney and/or myself, I agree the following conditions will apply:

1. Prior to Friday, August 14, 2020 the Defendant shall file with the Supervisor of Elections of Clay County and the Office of the Governor an immediate and irrevocable resignation of the Office of Sheriff of Clay County.

2. Prior to Friday, August 14, 2020, the Defendant shall file with the Supervisor of Elections of Clay County a letter immediately and irrevocably withdrawing from the election for the Office of Sheriff of Clay County for the 2020 election.
3. The Defendant shall forfeit his law enforcement certification to the Florida Department of Law Enforcement.
4. Within the time periods provided for by Chapter 106 of the Florida Statutes the Defendant shall dispose of all campaign contributions.
5. The Defendant shall not seek or move for sealing or expunction of the records of the arrest or investigation.
6. The Defendant shall pay \$1,000 cost of prosecution to the State Attorney's Office, Fifth Circuit and \$3,000 cost of investigation to the Florida Department of Law Enforcement.
7. Any failure of the Defendant to comply with any standard or special terms of this agreement may result in the State, at its sole discretion, in reinstating the charges.
8. The Defendant specifically agrees to waive his right to speedy trial under the Florida Rules of Criminal Procedure and the United States Constitution.
9. The Defendant specifically agrees to waive the applicability of any statute of limitations contained in Florida Statute 775.15 regarding the charges filed in this case.
10. The Defendant agrees never to run for the office of Sheriff in any county of the Fourth Judicial Circuit.
11. The State of Florida agrees to announce a *nolle prosequi* to the information upon the Defendant's completion of the terms set forth above, in the time periods set forth.

By placing my initials beside the following paragraphs, I state that I understand the content of each item, either by having read each item and/or have discussed them with my attorney; and that each item so initialed is true and correct as it applies to me:

_____ I have discussed with my attorney the facts of these cases and the defenses that might be available. I am satisfied that my attorney has represented me to the best of his/her ability and has done all that can be expected of him/her.

_____ I have not been promised any reward nor has it been suggested that I will be rewarded in any manner, or that I will be given any leniency, other than the terms set forth in this document. No person has used any threats, force, pressure or intimidation to induce me to enter into this agreement. I do understand that by entering into this agreement, I may be preserving my right to receive a pension from the State Retirement System.

_____ I fully realize that by entering this agreement, I am waiving any right to a trial by a jury or by the judge, I am waiving my right to confront and cross-examine my accusers, I am waiving my right to remain silent or to testify in my own behalf, I am waiving my right to subpoena witnesses and have them testify for me, and I am waiving my right to require the state to prove the truth of the charge(s), including each element thereof, beyond and to the exclusion of every reasonable doubt before I can be found guilty.

_____ I understand that this agreement is void if withdrawn by the state.

DARRYL DANIELS
DEFENDANT

DATE

I am attorney for the defendant in this case(s). I have read and fully explained this document to the defendant. I have also read and fully explained the Information to the defendant. He has acknowledged to me that he fully understands the content of both documents. I have explained the maximum penalty as to each count pled to by the defendant and I consider him competent to understand the charge(s) against him and the effect of his waiver of rights and plea agreement.

Matthew Kachergus
ATTORNEY FOR DEFENDANT

DATE

On behalf of the State of Florida, I agree to the terms and conditions of this document.

Brad King
STATE ATTORNEY

DATE