

## MEMORANDUM OF UNDERSTANDING

WHEREAS, the subscribing law enforcement agencies 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 intensive situations including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes; and

WHEREAS, the FORT PIERCE POLICE DEPARTMENT, the PORT ST. LUCIE POLICE DEPARTMENT, and the ST. LUCIE COUNTY SHERIFFS OFFICE, have the authority under Section 23.12, Fla.Stat., et seq., to enter into a combined mutual aid agreement for law enforcement services which provide for rendering of assistance in a law enforcement emergency as defined in Section 252.34, Fla.Stat.

WHEREAS, the Sheriff of St. Lucie County is the chief law enforcement officer in the County and that an agreement would be in the best interest of the public by coordinating a controlled resolution with a single and unified command decision maker.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

In the event of a threat of violence or actual violence on the grounds of any school in St. Lucie County and such threat or actual violence requires the services/call out of a Tactical Response Team (SWAT) the parties agree, notwithstanding jurisdictional issues, that the Sheriff's Office Tactical Response Team (SWAT) will be the primary Agency and the municipal police departments shall operate in conjunction with, but under the direction of, the Commander of the Sheriff's Tactical Response Team (SWAT).

### SECTION II: PROCEDURES FOR REQUESTING ASSISTANCE

In the event that a party to this agreement is in need of assistance as set forth above, an authorized representative of the

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agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is required. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary and will respond in a manner he/she deems appropriate.

The Agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, 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.

**SECTION III: LIABILITY**

Each party engaging in mutual cooperation and assistance, pursuant to this agreement, 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, Fla.Stat., where applicable.

**SECTION IV: POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

a) Employees of the **FORT PIERCE POLICE DEPARTMENT**, the **PORT ST. LUCIE POLICE DEPARTMENT**, and the **ST. LUCIE COUNTY SHERIFF'S OFFICE**, when actually engaged in mutual cooperation and assistance outside their jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Fla.Stat., 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.

b) Each party agrees to furnish necessary personnel, equipment, resources and facilitates and to render services to each other party to the agreement as set forth above; provided, however,

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that no party shall be required to unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

c) A political subdivision 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.

d) The agency 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 as pertains to: "Section I: Provisions for Voluntary Cooperation."

e) The privileges and immunities from liability, exemption from law, 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 territorial 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 extraterritorially under the provisions of the Mutual Aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

f) 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.


**SECTION V: EFFECTIVE DATE**


This agreement shall take effect October 14, 2002, upon execution and approval by the hereinafter named officials and shall continue in full force and effect until terminated by any or all of the parties herein.

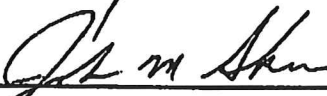
**SECTION VI: CANCELLATION**


Any party may cancel its participation in this agreement upon delivery of written notice to the other party or parties. Cancellation will be at the direction of any subscribing party.


WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENT TO BE SIGNED ON THE DATE SPECIFIED.

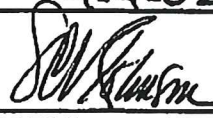
  
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KEN J. MASCARA  
Sheriff, St. Lucie County  
Sheriff's Office  
DATE: July 19, 2002


  
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EUGENE G. SAVAGE  
Chief of Police  
Fort Pierce Police Department  
DATE: 8.27.02

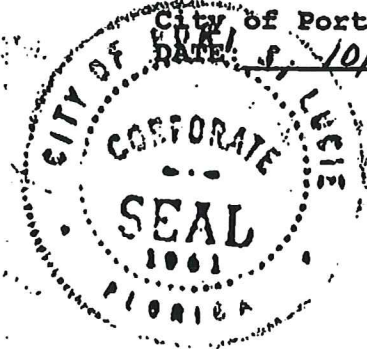
  
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Chief of Police  
Port St. Lucie Police Dept.  
DATE: 9-21-02

  
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CITY CLERK, City of Ft. Pierce  
DATE: 9-4-02

  
\_\_\_\_\_  
MAYOR, City of Fort Pierce  
DATE: 9-4-02

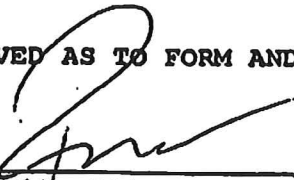
  
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CITY CLERK  
City of Port St. Lucie  
DATE: 10/14/02

  
\_\_\_\_\_  
MAYOR  
City of Port St. Lucie  
DATE: 10/14/02




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APPROVED AS TO FORM AND CORRECTNESS:

by:   
City Attorney  
City of Fort Pierce

DATE: 8/26/02

by:   
City Attorney  
City of Fort St. Lucie

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

by:   
Sheriff's Attorney

DATE: July 17, 2002