

**MULTI-AGENCY COMBINED
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT**

This Mutual Aid Agreement (“Agreement”) is entered into this ___ day of _____, 20___ by and between the City of Fort Pierce Police Department (“FPPD”), the City of Port St. Lucie Police Department (“PSLPD”), and any subsequently executing additional law enforcement agency, each an “Agency” or “Party” to the Agreement, or reference to all as the “Agencies” or the “Parties,” to be as follows:

Additional Parties may enter into this Agreement at a later date as evidenced by their signing of this Agreement, through Addendum A.

WITNESSETH

WHEREAS, the below 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 situations including, but not limited to, continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety and preserve the lives and property of the people; and

WHEREAS, there is an existing and continuing possibility of natural or manmade disasters, emergencies, civil disturbances and other major law enforcement problems, including those that cross jurisdictional lines; and

WHEREAS, the below subscribing Law Enforcement Agencies have determined that as individual governmental units with duties and responsibilities for the enforcement of criminal laws, they can make a more efficient use of their powers and resources by providing a higher quality of law enforcement services to the public through the coordination of existing law enforcement services, pursuant to the Florida Mutual Aid Act, Section 23.12 et seq., Florida Statutes; and

WHEREAS, the undersigned Agencies have the authority under the Florida Mutual Aid Act, Section 23.12 et seq., Florida Statutes, to enter into a voluntary cooperation agreement and operational assistance agreement for law enforcement cooperation and assistance that cross jurisdictional lines; and

WHEREAS, the undersigned Agencies desire to provide voluntary cooperation and operational assistance pursuant to the Florida Mutual Aid Act, Section 23.12 et seq., Florida Statutes.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1: NATURE OF LAW ENFORCEMENT ASSISTANCE TO BE RENDERED:

Law enforcement aid and assistance may be provided by each agency and its law enforcement personnel in the jurisdiction of any party to this Agreement to assist the other with actual and potential violations of Florida Statutes, to include, but not necessarily limited to, dealing with civil disturbances, large protest demonstrations, natural or manmade disasters, security and

crowd control at sporting events, concerts, parades, and special events, incidents requiring utilization of specialized units, and extra duty assignments which the requesting agency is unable to fill and needs support personnel to ensure the safety of the public and the requesting agency's law enforcement personnel.

SECTION II: PROCEDURE FOR REQUESTING AND AUTHORIZING ASSISTANCE

In the event a party to this Agreement is in need of assistance as set forth above, an authorized representative of the 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: COMMAND AND SUPERVISORY RESPONSIBILITY

Command responsibility shall be determined as follows:

- a. When a law enforcement officer is acting outside of the jurisdictional area of their agency pursuant to this Agreement, such law enforcement officer's agency shall have command responsibility over their actions.
- b. When a law enforcement officer is acting outside of the jurisdictional area of their agency pursuant to this Agreement, the personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall report to an Operation Commander, designated by the requesting agency's head, for coordination of law enforcement efforts pursuant to this Agreement.
- c. When an arrest is made by an officer or deputy acting outside of the jurisdictional area of their agency pursuant to this Agreement for criminal activities that occurred outside of the jurisdictional area of their agency, then, upon arrival of an officer or deputy from the agency in whose jurisdictional area the crime occurred, that arriving officer or deputy shall assume command responsibility for the arrestee, property, and criminal investigation.
- d. When an officer or deputy of one agency enters the jurisdictional area of another agency for the purpose of continuing a criminal investigation, or pursuing a subject, arising from an offense that occurred within the jurisdictional area of their agency, their agency shall retain command responsibility for such officer or deputy.
- e. The foregoing notwithstanding, should an emergency arise while an officer or deputy is acting outside of the jurisdictional area of their agency, such as injury to the officer or deputy, a hostage situation, a barricaded suspect, or any other emergency, the Operation

Commander of the agency in whose jurisdictional area the emergency is occurring shall, upon arrival, have command responsibility for the emergency and all officers and deputies at the scene of the emergency until the emergency is resolved. The determination of when an emergency exists shall be within the discretion of the Operation Commander for the agency in whose jurisdictional area the emergency occurs.

- f. Wherever a law enforcement officer is rendering assistance pursuant to this Agreement, the law enforcement officer shall abide by and be subject to the rules and regulations, personnel policies, use of force policies, general orders, and standard operating procedures of their own employer. If any such rule, regulation, personnel policy, general order, or standing operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order, or procedure shall control and shall supersede the direct order.

SECTION IV: LIABILITY

Each party engaging in mutual cooperation and assistance pursuant to this Agreement agrees to assume responsibility for the acts, omissions, negligence, or conduct of such party's own employees and personnel while engaged in rendering such aid pursuant to this Agreement. No provisions of this Agreement, however, are intended to, nor shall they operate to affect the rights, defenses, limitations, privileges, and immunities of the parties pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

SECTION V: COSTS

Each Agency furnishing aid pursuant to this Agreement shall compensate its own employees during the time such aid is rendered and shall pay the actual 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. The agency furnishing aid pursuant to this Agreement shall pay the actual travel expenses of its personnel and employees while they are rendering such aid.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources, and facilities to render aid to each other Party to this Agreement and agrees to bear the cost of providing such aid, the costs of any loss or damage to such personnel, property, police equipment, vehicles, or resources, and the cost of any expense incurred in the operation of such personnel, property, police equipment, vehicles, resources, and facilities.

Each Party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each Party to adequately insure such Party's liability assumed herein. But, in no event shall such coverage be less than the statutory waiver of sovereign immunity. Nothing within this Agreement is intended to or should be construed as a waiver of sovereign immunity under section 768.28, Florida Statutes, by any Party to this Agreement.

SECTION VI: POWERS, PRIVILEGES, AND IMMUNITIES

- a. Law enforcement officers actually engaged in aid under the terms of this Agreement outside their jurisdictional limits but inside the state shall, pursuant to the provision of Section 23.127, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if the employee was performing duties inside the employee's political subdivision or jurisdiction in which normally employed.
- b. The privileges and immunities from liability, exemption from laws, ordinances and rules, and pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee or 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 this Agreement.

SECTION VII: COMPLAINTS AGAINST PARTICIPATING LAW ENFORCEMENT OFFICERS

Whenever a complaint has been lodged against a law enforcement officer, personnel, or employees providing aid pursuant to this Agreement, the receiving Agency shall make best efforts to obtain and transmit the following information to the employing Agency:

1. The identity(ies) of the personnel accused.
2. The employing Agency(ies) of the personnel accused.
3. The identity(ies) of the complainant(s).
4. An address where the complainant(s) may be contacted.
5. A phone number where the complainant(s) may be contacted.
6. The nature of the complaint and supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about.

The information will be promptly provided to each affected employing Agency for administrative review and appropriate handling or disposition by the respective Agency that the complaint was lodged against. Any investigation and discipline of personnel related to the complaint shall be handled by the employing Agency according to their rules and regulations, personnel policies, use of force policies, general orders, standard operating procedures, etc.

SECTION VIII: COPY TO EACH PARTICIPATING UNIT MEMBER

When this Agreement is fully executed, a copy shall be provided to each Agency so that each member may be fully aware of the powers, limitations, and expectations applicable to personnel, members, and operations.

SECTION IV: EFFECTIVE DATE, DURATION, AND CANCELATION

This Agreement shall be effective as to the executing Parties upon execution by the Fort Pierce Police Department and the Port St. Lucie Police Department. As any additional Agency executes this Agreement, it shall be effective as to the newly executing Agency. An additional Agency may execute this Agreement through Addendum A. Upon execution of the Agreement by an additional Agency, all Parties shall be provided written notice. This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, the Florida Department of Law Enforcement (FDLE), Mutual Aid Coordinator, P.O. Box 1489, Tallahassee, Florida 32302. Copies of all additional Party Agreements shall be provided to FDLE in the same manner.

This Agreement shall remain in full force as to all participating Agencies until 12:00 midnight on December 31, 2025, unless earlier terminated in writing. Any party may withdraw from this Agreement at any time, upon providing written notice to the other Parties.

This Agreement may be renewed by Agreement by participating Agencies and execution of a new Agreement. Any written cancelation or extension shall be forwarded to FDLE at the address noted above.

[SIGNATURE PAGES TO FOLLOW]

WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENT TO BE SIGNED, THIS MULTI-AGENCY COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT, ON THE DATE SPECIFIED.

AS TO THE CITY OF FORT PIERCE:

ATTEST:

Linda Hudson, Mayor
City of Fort Pierce, Florida

Date: _____

Linda W. Cox, City Clerk

(CITY SEAL)

**AS TO THE FORT PIERCE
POLICE DEPARTMENT:**

Date: _____

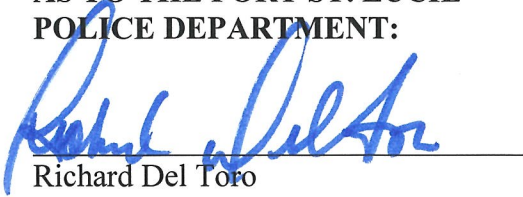
Diane Hobley-Burney
Chief of Police
Fort Pierce Police Department
Fort Pierce, Florida

**APPROVED AS TO
FORM AND CORRECTNESS:**

Sara Hedges, City Attorney
City of Fort Pierce

WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENT TO BE SIGNED, THIS MULTI-AGENCY COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT, ON THE DATE SPECIFIED.


AS TO THE PORT ST. LUCIE
POLICE DEPARTMENT:



Richard Del Toro
Chief of Police
Port St. Lucie Police Department
Port St. Lucie, Florida

Date: 3/17/2027

APPROVED AS TO
FORM AND CORRECTNESS:



City Attorney
City of Port St. Lucie

ADDENDUM A

**AGENCY PARTY'S ACCEPTANCE OF THE MULTI-AGENCY COMBINED
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID
AGREEMENT**

AGENCY: _____

Agency Head Signature:

Name: _____

Date: _____