

Agreement for Police Department Substation
Between Indian River State College and Fort Pierce Police Department

This Agreement for a Police Department Substation is hereby entered into this ____ day of _____, 20____, by and between INDIAN RIVER STATE COLLEGE (hereinafter "IRSC") and the CITY OF FORT PIERCE, FL (hereinafter the "City"), a Florida municipal corporation, on behalf of the FORT PIERCE POLICE DEPARTMENT (hereinafter "FPPD") for the creation of a FPPD substation on the IRSC Massey Campus, located at 3209 Virginia Ave, Fort Pierce, FL 34981, Fort Pierce, Florida, 34981.

Section 1. Purpose: The intent of this Agreement is to provide a space for FPPD to maintain personnel, equipment, and other resources needed in their law enforcement capacity for quick response to emergencies and security on or in the vicinity of the IRSC Massey Campus.

Section 2. Responsibilities:

- a. IRSC shall provide to FPPD an office space to use as a substation on the IRSC Massey Campus free of charge, to include four offices. IRSC will furnish and provide utilities for the substation.
- b. FPPD shall maintain a substation in the office space provided by IRSC, and otherwise operate in its jurisdiction and capacity as law enforcement for the City of Fort Pierce. FPPD will supply its own electronic and paper supplies in the substation. Any FPPD personnel operating out of the substation will be compensated by FPPD.

Section 3. Modification and Amendment: This Agreement may be modified or amended only in writing by mutual agreement of the parties.

Section 4. Indemnification: Each party shall assume the responsibility and liability for acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each party to this Agreement shall be liable (if at all) only for the acts or omissions of its own employees, deputies, officers, or agents that occur within the scope of their official duties. Nothing herein shall be construed to be a waiver of or to increase the limits of either party's sovereign immunity pursuant to section 768.28, Florida Statutes.

Section 5. Jurisdiction and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that any legal action, claim, or dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts located in St. Lucie County, Florida. The parties hereby consent to the venue and jurisdiction of the courts located in St. Lucie County, Florida, for the resolution of any disputes under this Agreement.

Section 6. Termination: Either party may unilaterally terminate this Agreement upon thirty (30) days written notice to the other party.

Section 7. Notices: All notices required under this Agreement must be in writing and delivered by certified mail, return receipt requested, by a reputable overnight courier service or USPS, or by personal hand delivery, to the below address:

AS TO IRSC:

Salvatore Cardella, Chief of
Campus Safety
3209 Virginia Ave
Fort Pierce, FL 34981

WITH COPIES TO:

Tony Quinn, Assoc. VP of Capital
Planning, Projects & Facilities
3209 Virginia Ave
Fort Pierce, FL 34981

AS TO CITY AND FPPD:

City Manager
100 N. US Highway 1,
Fort Pierce, FL 34950

Chief of Police
Fort Pierce Police Department
920 S US Highway 1,
Fort Pierce, FL 34950

WITH COPIES TO:

City Attorney
100 N. US Highway 1,
Fort Pierce, FL 34950

Deputy Chief of Police
Robert Ridle
920 S US Highway 1,
Fort Pierce, FL 34950

Any party may change the above notice addresses and individuals with proper notice to the other party.

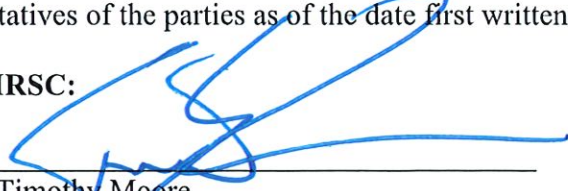
Section 8. Severability Clause: If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

Section 9. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties as of the date first written above.

AS TO IRSC:

BY: 
Dr. Timothy Moore
President of Indian River State College

DATE: 11 Dec 24

AS TO THE CITY OF FORT PIERCE:

BY: _____
Linda Hudson, Mayor

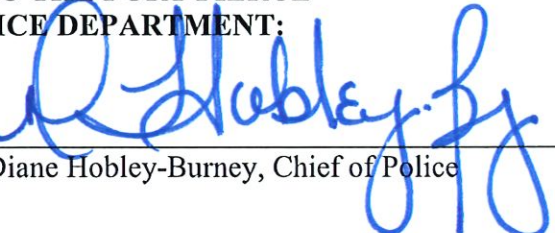
DATE: _____

ATTEST:

BY: _____
City Clerk

(seal)

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

BY: 
Diane Hobley-Burney, Chief of Police

DATE: 1-14-25

**APPROVED AS TO
FORM AND CORRECTNESS:**

BY: _____
Sara Hedges, City Attorney