



TO: CALEB GILLETTE, ACTING DEPUTY CHIEF, POLICE DEPARTMENT, ADMINISTRATIVE BUREAU

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT STATEWIDE MUTUAL AID AGREEMENT 2023

CAO RLS FILE: 25-208

DATE: JULY 18, 2025

I have reviewed the request for legal services related to mutual aid agreement between the Florida Division of Emergency Management (FDEM) and the Police Department. Per our discussions, FDEM was contacted and confirmed the 2023 mutual aid agreement produced by their office is the most up to date version of the agreement. Although it is believed the agreement was signed by the previous City Manager, it is appropriate for a new agreement to be presented to the Commission and signed by the Mayor. The PDF agreement has been reviewed and is approved as to form and correctness.

A summary of the requirements of this agreement include:

1. Article II,III IV: A "Participating Party" to the agreement includes FDEM, the Police Department, and any other participating agencies. Any Participating Party may request assistance of another Participating Party if it determines its own resources are inadequate to meet the needs of an emergency. FDEM will coordinate activities among the Assisting Parties. *When requested, each party shall render assistance to the extent practicable.*
2. Article III: A request for assistance may be oral, but must be followed up by a written request within five (5) days.
3. Article IV and V: *A Requesting Party shall provide information concerning its request to the county emergency management agency, FDEM and the Assisting Party, utilizing the Resource Support Agreement Form provided by FDEM online.* If an Assisting Party has the capacity to render assistance, the *Assisting Party shall respond to the requestor with information concerning its capabilities via the Resource Support Agreement Form provided by FDEM.*
4. Article VI: The Requesting Party must afford Assisting Parties the same powers, duties, rights, and privileges (except arrest powers unless specifically authorized) as its own emergency response personnel. The Assisting Parties will perform activities under the operational control of the Requesting Party.
 - a. The Requesting Party is responsible for food, water, and shelter to the Assisting Party personnel. The Assisting Party must provide their personnel with equipment,

- fuel, supplies, and technical resources to make them self-sufficient throughout the period of assistance.
- b. The Requesting Party must share frequencies and technical specifications of all communications equipment used with Assisting Parties.
 - c. Assisting Party personnel must receive their usual wages from their home jurisdiction and have all immunities associated with their normal employment. Any local licensing held by an Assisting Party's personnel must be honored during assistance.
5. Article VII: After assistance has ended, an Assisting Party has 45 days to develop a reimbursement package, utilizing the Claim Summary Form on FDEM's website. If there is a dispute about an expense, any party may request binding arbitration, which must be held within 30 days. If arbitration is not chosen, then the venue of the dispute will be Leon County, Florida.
 6. Article VII: This article sets out what the Assisting Party will get reimbursed for as well as any costs that must be covered by the Requesting Party. Assisting Parties must keep records to document all assistance rendered sufficient to meet audit requirements specified by FEMA.
 7. Article IX: The only insurance required to be procured by Participating Parties is employment insurance to cover any employee who may be injured participating in activities under this agreement.
 8. Article XI: The agreement lasts for one (1) year from the date of its execution, but automatically renews year to year unless a written intent to withdraw is received within 60 days before the renewal.
 - a. FDEM may amend the agreement and send notice within five (5) days of the amendment. If a party disagrees with the amendment, they may issue a written intent to rescind the agreement.
 - b. A party wishing to rescind the agreement must provide written notice at least 30 days prior to withdrawal, which must be signed by the appropriate authority and on official letterhead.
 9. Note at the end of the agreement: *If the request for assistance or the assistance rendered was not made by and through FDEM, then FDEM is not liable for the costs of the assistance.* Thus, it will be important for all parties to comply with sending written requests and responses through the FDEM portal using their approved forms, and await a response from FDEM before action.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.