MEMORANDUM OF UNDERSTANDING
By and Between
INDIAN RIVER STATE COLLEGE
AND
FORT PIERCE POLICE DEPARTMENT

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into on this _____ day of _____, 2026, ("Effective Date") by and between the Board of Trustees of **INDIAN RIVER STATE COLLEGE (IRSC)**, 3209 Virginia Avenue, Fort Pierce, Florida, 34981, hereinafter referred to as "**IRSC"**, and the **CITY OF FORT PIERCE, FLORIDA**, a Florida municipal corporation, acting through its **Fort Pierce Police Department**, 920 US Highway 1, Fort Pierce, FL 34950, hereinafter referred to as "**CITY**" or "**FPPD**".

WHEREAS the Parties desire to enter into a cooperative and collaborative relationship that fosters increased connectivity and partnership in the field of public safety and provides mentorship opportunities for Indian River State College students, the availability of office facilities for **FPPD**, and makes **FPPD** personnel available to provide training at IRSC; and

WHEREAS the City, through **FPPD**, employs trained law enforcement personnel and desires to support the educational and training efforts of the Indian River State College Criminal Justice Institute;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

WITNESSETH

IRSC hereby agrees to provide its facilities to the **FPPD**, and the **FPPD** agrees to house officers at the Treasure Coast Public Safety Training Complex and to support the IRSC's public safety and law enforcement training initiatives as outlined below.

SPECIFIC RESPONSIBILITIES OF IRSC:

IRSC shall provide at zero ($0) cost the designated facilities listed below for **FPPD** officers in the Treasure Coast Public Safety Training Complex, located at 4600 Kirby Loop Road:

a) Rooms 102 & 103 within the Emergency Operations Center for continual occupancy of office space during normal IRSC operating hours.

Approved as to Form and Correctness by CAO 10/23/26

b) Periodic use of the Emergency Operations Center for occasional use for division meetings and training events. This periodic usage should be coordinated and scheduled with the Dean of Public Service Education.

SPECIFIC RESPONSIBILITIES OF THE FPPD:

Subject to the availability of personnel, resources, operational needs, and the discretion of the Chief of Police or designee, the **FPPD** shall:

1. **House and maintain its designated training unit and recruitment team at the Treasure Coast Public Safety Training Complex**, utilizing the office space provided by IRSC for activities associated with recruitment, applicant assistance, training coordination, and other mutually agreed-upon public safety initiatives.
2. **Provide recruitment support to prospective FPPD applicants and recruits**, including assisting individuals throughout the FPPD application process, providing information regarding employment opportunities and requirements, and helping recruits navigate the steps necessary to complete the application and hiring process.
3. **Coordinate with the IRSC Criminal Justice Institute and Academy staff** to support the recruitment and development of qualified candidates for employment with FPPD.
4. **Provide training support to the Academy when requested and as resources permit**, including making appropriately qualified FPPD personnel available to assist with instruction, demonstrations, practical exercises, subject-matter expertise, or other law enforcement training needs.
5. **Provide mentorship and professional guidance to students and recruits**, as appropriate, to promote career development, professional standards, and an understanding of the expectations and responsibilities associated with a career in law enforcement.
6. **Coordinate the use of IRSC facilities and training resources** with the appropriate IRSC personnel and comply with applicable IRSC policies and procedures while utilizing IRSC facilities.
7. **Participate in mutually beneficial public safety, recruitment, training, and community outreach initiatives** developed by IRSC and FPPD, as mutually agreed upon by the Parties.
8. **Designate appropriate FPPD personnel** to serve as points of contact for coordination with IRSC regarding recruitment activities, training support, facility use, and other activities conducted pursuant to this MOU.

FACILITIES USAGE AGREEMENT AND INSURANCE PROVISIONS

Each party shall be responsible for maintaining such insurance as it deems appropriate for its respective activities and obligations under this Agreement, subject to and without waiver of the

limitations and protections of section 768.28, Florida Statutes. The **FPPD** shall abide by all requirements of IRSC's Facilities Usage Agreement attached as Exhibit A.

INDEMNITY AND SOVEREIGN IMMUNITY

As a public body corporate of the State of Florida, **IRSC's** and **FPPD's** liability and their ability to indemnify any person, firm, or corporation is regulated by Florida law. Nothing contained herein shall be construed as a waiver of either party's sovereign immunity or of any limitation of liability provided by section 768.28, Florida Statutes, or other applicable law. Each party shall remain responsible for the acts and omissions of its own officers, employees, and agents to the extent provided by law. Nothing herein shall require either party to indemnify, insure or assume liability for the negligence of the other party in violation of section 768.28(19), Florida Statutes.

CHOICE OF LAW; VENUE

This Agreement shall be interpreted under the laws of the State of Florida. If any court action should arise from the terms of this MOU, venue shall be in the state courts of St. Lucie County, Florida.

DISCRIMINATION

No person shall, on the basis of age, ancestry, citizenship status, color, disability, ethnicity, genetic information, gender, gender expression, gender identity, marital status, medical condition, national origin, political beliefs, pregnancy, race, religion, religious beliefs, sex, sexual orientation, or veteran status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity, or in any employment conditions or practices conducted by either party, except as provided by law.

DURATION

This Agreement shall become effective upon execution by both parties. The term of this MOU shall be for a period of two (2) years. This agreement may be terminated by either party hereto upon written notice of intent to terminate sixty (60) calendar days prior to termination.

NOTICE

All notices required or permitted hereunder shall be given in writing by hand delivery, by registered or certified mail, postage prepaid, return receipt requested, or by receipted overnight delivery to the addresses indicated above. Notice shall be deemed to have been delivered to a party hereunder upon actual receipt or refusal of receipt if hand delivered or upon the date of receipt or refusal of receipt as reflected on the return. Receipts or other records maintained by the United States Postal Services or the applicable overnight delivery company should be kept as proof of such delivery. All notices shall be delivered or mailed to the parties at the addresses listed below or at such other places as either party shall designate in writing:

If to the CITY:

City of Fort Pierce

Attention: City Manager With a copy to: City Attorney

Approved as to Form and Correctness by CAO 10/23/26

100 N. U.S. Highway 1
Fort Pierce, FL 34950

100 N. U.S. Highway 1
Fort Pierce, FL 34950

If to IRSC:

Indian River State IRSC
Attention: Office of the President
3209 Virginia Avenue
Fort Pierce, FL 34981

With a copy to: IRSC General Counsel
3209 Virginia Avenue
Fort Pierce, FL 34981

DISPUTE RESOLUTION

In the event of a dispute under this MOU, the IRSC President for IRSC and the City Manager for CITY, or their designated representative(s), shall review such dispute and options for resolution. The mutual decision of the IRSC President and City Manager, or their designees, regarding the dispute shall be final. In the event the IRSC President and City Manager are unable to agree to a resolution, the matter may be referred to nonbinding mediation to discuss the matter. This process shall substitute for the dispute resolution process set forth in Chapter 164, Florida Statutes.

PUBLIC RECORDS

The parties acknowledge that this agreement is subject to Chapter 119 Florida Statutes regarding public records. As such, the terms of this agreement and all documents, papers, letters, or other material made or received by the parties in conjunction with execution of this agreement are subject to public disclosure, unless the records are exempt pursuant to Art. I, § 24(a), Fla. Const. and § 119.071 Florida Statutes.

NO THIRD-PARTY BENEFICIARIES This MOU is for the mutual benefit of the named Parties only, and nothing herein shall be construed as creating any right or cause of action whatsoever to any third-party or anyone not an express party to this Agreement.

ASSIGNMENT

This MOU may not be assigned in whole or in part without the written approval of both Parties.

COUNTERPARTS

This MOU may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

SEVERABILITY If any provision of this MOU shall be held invalid, such invalidity shall not affect the other provisions of this MOU which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this MOU, and to this end the provisions of this MOU are declared to be severable.

Approved as to Form and Correctness by CAO 10/23/26

ENTIRE AGREEMENT

This Agreement represents the entire agreement among the parties hereto and shall be deemed to supersede any prior discussions or agreements among the parties hereto. This Agreement may not be amended or modified except by written instrument signed by the parties hereto.

[SIGNATURE PAGE FOLLOWS]

Approved as to Form and Correctness by CAO 10/23/26

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date first written above.

_____ _____

CITY OF FORT PIERCE, FLORIDA,
a Florida municipal corporation,
acting through its Fort Pierce Police Department

Date

Name: _____
Title: _____

_____ _____

Timothy E. Moore, Ph.D., President
INDIAN RIVER STATE COLLEGE

Date

Approved as to Form and Correctness by CAO 10/23/26