

**FIRST AMENDED AND RESTATED PASCO  
COUNTY LAW ENFORCEMENT MUTUAL AID  
AGREEMENT**

THIS FIRST AMENDED AND RESTATED AGREEMENT is made and entered into by and between the listed Pasco County municipalities in Pasco, County, Florida and CHRIS NOCCO, as Sheriff of Pasco County, Florida. The purpose of this agreement is to address voluntary cooperation, extra jurisdictional investigations, emergency operational assistance, and traffic enforcement or crash investigations on contiguous ways.

**WITNESSETH**

WHEREAS, Part I, Chapter 23 of the Florida Statutes, the "Florida Mutual Aid Act", authorizes law enforcement agencies to enter into agreements for voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines by and between such agencies, to such unlawful activities and to enter into an operational assistance agreement whereby each agency may request and render law enforcement assistance to the other law enforcement agency during emergencies under s. 252.34, Florida Statutes; and

WHEREAS, the Pasco Sheriff's Office and the listed municipal law enforcement agencies in Pasco County recognize that an increasing number of criminals are operating across jurisdictional lines and that there is a need for a continuing multi-jurisdictional response to such unlawful activities; and

WHEREAS, the Pasco Sheriff's Office and the listed municipal law enforcement agencies in Pasco County desire to secure the benefits of such mutual aid for their respective jurisdictions; and

WHEREAS, the Pasco Sheriff's Office and the listed municipal law enforcement agencies in Pasco County recognize that there is a need for continuing multi-jurisdictional; response to persons who are involved in traffic accidents on or who are operating vehicles in violation of traffic laws on streets, roads, or other traveled ways, including the right-of-way thereof, that are adjacent to or that form the boundary between unincorporated and incorporated areas of Pasco County; and

WHEREAS, the Pasco Sheriff's Office and the listed municipal law enforcement agencies in Pasco County determine that it is in the best interest of the health, safety and welfare of the citizens of the municipality and of the citizens of Pasco County to enter into a Voluntary Cooperation Agreement and Operational Assistance Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

- I. The parties to this Agreement are as follows:

- a. Chris Nocco, as Sheriff of Pasco County, Florida;
- b. The City of Dade City, Pasco County, Florida;
- c. The City of New Port Richey, Pasco County, Florida;
- d. The City of Port Richey, Pasco County, Florida;
- e. The City of Zephyrhills, Pasco County, Florida.

II. The Law Enforcement agencies participating in and subject to this Agreement, and their respective commanders, are as follows:

- a. The Pasco Sheriff's Office - Sheriff;
- b. The Dade City, Pasco County, Florida Police Department-Chief of Police;
- c. The New Port Richey, Pasco County, Florida Police Department - Chief of Police;
- d. The Port Richey, Pasco County, Florida Police Department - City Manager; and
- e. The Zephyrhills, Pasco County, Florida Police Department - Chief of Police.

111. Provisions for Voluntary Cooperation

- a. The Pasco Sheriff's Office and the listed municipal law enforcement agencies Pasco County hereby approve and enter into this Agreement authorizing the other to request law enforcement assistance from and to render law enforcement assistance to the other in dealing with any violations of Florida Statutes, to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes and backup services during patrol activities, and inter-agency task forces and/or joint investigations.

JV. Routine Law Enforcement Matters

- a. Any party to this agreement may request the voluntary assistance and cooperation of another party to this agreement relating to routine law enforcement matters involving more than one jurisdiction.

V. In-Progress Crime Assistance

- a. Whenever a law enforcement officer from one jurisdiction views a felony or a misdemeanor involving a breach of the peace occurring in the jurisdiction of the other, the law enforcement officer may physically arrest the perpetrator and preserve the crime scene. The arresting law enforcement officer shall immediately notify the agency of the jurisdiction in which the incident occurred. Control of both the persons apprehended and the crime scene will be relinquished to the first available officer from the jurisdiction in which the

incident occurred. If that jurisdiction advises that they decline to dispatch an officer to the scene, the officer on the scene shall complete the investigation, issue any and all necessary citations or notices to appear or effect an arrest, collect and preserve evidence, take custody of any contraband article as defined in Section 932.701 (2), Florida Statutes, and/or take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. The jurisdiction taking law enforcement action shall, at the conclusion of the investigation, notify the jurisdiction in which the incident occurred of the law enforcement action taken. Whenever remaining at the scene exposes either the law enforcement officer or the subject to imminent physical danger, the subject and any physical evidence or contraband article may be transported or otherwise relocated in accordance with normal procedure.

- b. All fines shall accrue to the jurisdiction where the offense occurred. In order to facilitate the proper disposition of fines, each ticket written by municipal officers shall indicate the name of the city in which the infraction occurred or, if the incident occurred in the unincorporated area of Pasco County, the ticket should note that clearly on the face thereof.

## **VI. Forfeiture Proceedings and Equitable Sharing**

- a. All real and personal property seizures and subsequent forfeitures pursuant to the Florida Contraband Forfeiture Act stemming from any investigation and/or arrest pursuant to law enforcement action taken under this agreement will be first reviewed by the Pasco Sheriff's Office's Legal Department to determine whether the Pasco Sheriff's Office will initiate forfeiture action. Any law enforcement officer initiating forfeiture proceedings when taking law enforcement action pursuant to this MOU will notify the Pasco Sheriff's Office's Legal Department of their intentions and the administrative agency's forfeiture policies and reports will be utilized. The agencies agree to divide any forfeiture proceeds in equitable shares. Equitable shares must bear a reasonable relationship to that agency's direct and active participation in the investigation or law enforcement effort resulting in the forfeiture. The Pasco Sheriff's Office is the deciding authority to determine equitable shares by comparing the number of work hours expended by each agency actively participating in the investigation, arrest, and/or seizure. Equitable distribution of any such funds will be less the cost of administrative and filing fees, not to include salaries. This MOU does not preclude a participating agency from initiating forfeiture proceedings within their respective jurisdictions outside the scope of this MOU.

VII. Extraterritorial Powers by Municipalities

A. On-duty officers from one jurisdiction are authorized to conduct investigations into criminal activity that occurs within their jurisdiction and to make arrests related to those investigations in the other party's jurisdiction in accordance with the following:

1. Actions Not Requiring Notification to the Pasco Sheriff's Office:

- a. Driving Under the Influence (DUI) (Misdemeanor or Felony) investigations: A municipal officer from one jurisdiction conducting a DUI investigation which occurred in the municipal officer's jurisdiction is authorized to continue their investigation to comply with Florida Statute 316.1932 regarding breath, urine, and/or blood testing and may, at any time related to the investigation, perform any investigative function, including the collection of evidence and suspect interview and exercise all police powers related to the investigation outside of their jurisdiction anywhere in Pasco County and does not need to notify the Pasco Sheriff's Office as outlined in Section 2.
- b. Direct Transportation of Arrestees: Municipal officers may transport arrestees from a municipal jurisdiction into the county jurisdiction to a county jail for incarceration and booking, or to a medical facility for medical treatment or required jail medical clearance and may, at any time during the transportation, perform any investigative function, including a suspect interview and exercise all police powers related to the investigation outside of their jurisdiction anywhere in Pasco County and does not need to notify the Pasco Sheriff's Office as outlined in Section 2, provided the transportation is directly from the place of arrest to the jail or medical facility as outlined above.

2. Actions Requiring Notification:

- a. Investigations Requiring Notification: If a municipal officer from one jurisdiction is conducting an investigation regarding criminal activity that occurred within the municipal jurisdiction, the officer and all other officers from the same agency, retain jurisdiction and may, at any time related to the investigation, perform any investigative function, including the collection of evidence and questioning of victims, witnesses, and suspects, and exercise all

police powers related to the investigation outside of their jurisdiction anywhere in Pasco County and, as soon as practicable, shall notify the Pasco Sheriff's Office dispatch of their intent to conduct such extraterritorial investigation. The notification must include the location and nature of the investigation to ensure proper coordination and jurisdictional awareness.

VIII. Traffic Control Assistance

- A. Whenever a traffic accident involving suspected injuries of a serious nature reported to the jurisdiction in which the accident occurred and that law enforcement agency is unable to provide the immediate response necessary to render aid to the injured or prevent further injury, the cooperating agency may be contacted for assistance. The cooperative effort shall be restricted to necessary first aid and traffic direction, except as otherwise specified in Section X of this Agreement.

IX. Hazardous Traffic Conditions Assistance

- A. Where an automated traffic control device located in the jurisdiction of a cooperating agency has malfunctioned and such malfunction poses a hazard to vehicular or pedestrian traffic, an on-duty, uniformed, officer of the other cooperating agency may immediately commence to divert or direct traffic or take such other action as is reasonably necessary to reduce the hazard to the traveling public. Such law enforcement officer shall immediately notify the agency in whose jurisdiction the device is located of the malfunction and the action being taken. Upon arrival of an officer from the agency with original jurisdiction, the cooperating officer shall relinquish control of the area.

X. Traffic Accident Investigations and Enforcement of Traffic Laws on Contiguous Ways

- A. When a traffic accident occurs on a contiguous way, a uniformed, on-duty officer from a cooperating agency may commence necessary first aid and traffic control. The law enforcement officer on the scene shall contact the jurisdiction in which the accident occurred. If that jurisdiction declines to dispatch an officer to the scene, the officer on the scene shall proceed to work the accident, to issue any and all necessary citations, notices to appear or to effect arrests; collect and preserve evidence, take custody of any contraband article as defined in §932.701(2), Florida Statutes, and/or to take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. The jurisdiction taking law enforcement action shall, at the conclusion of the event, notify the jurisdiction in which the event occurred of the law enforcement action taken.

- B. When a uniformed, on-duty law enforcement officer of a cooperating agency observes a traffic infraction occurring on a contiguous way, such officer may take appropriate action to enforce the traffic laws of the state and issue any and all necessary citations, notices to appear or to effect arrests; collect and preserve evidence, take custody of any contraband article as defined in §932.701(2), Florida Statutes, and/or to take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. Such officer shall promptly notify the jurisdiction in which the violation occurred of the incident and the action taken.
- C. On-duty law enforcement officers of a participating agency enforcing traffic laws and conducting traffic accident investigations pursuant to this section shall be under the direction and authority of the commanding officers of their employing agency.
- D. All fines shall accrue to the municipality or unincorporated area where the offense occurred. In order to facilitate the proper disposition of fines, each ticket written by municipal officers shall indicate the name of the city in which the infraction occurred, or, if the incident occurred in the unincorporated area of the county, the ticket should note that clearly on the face thereof.
- E. "Contiguous way" in this section means those streets, roads, or other traveled ways, including the right-of-way thereof, that are adjacent to or that form the boundary between the municipality and unincorporated Pasco County.
- F. The terms set out in this section shall constitute the procedures for requesting and for authorizing assistance. No formal request or authorization, except as set forth in this section, shall be necessary to implement the traffic accident investigations and enforcement of traffic laws on contiguous ways.

XI. Inter-Agency Joint Task Forces

- A. Law enforcement officers assigned to joint task force operations pursuant to this Agreement may enforce all state laws while engaged in the joint task force operation and shall take enforcement action in accordance with law, including but not limited to, taking custody of any offender, evidence, or contraband article as defined in Section 932.701(2). Florida Statutes, and completing appropriate documentation.
- B. Law enforcement officers assigned to joint task force operations pursuant to this Agreement shall be under the supervision of those individuals specified

in the joint-task force operational plan approved by the cooperating agencies participating in the joint task force.

- C. Except as otherwise outlined in a joint task force agreement, any current or subsequent joint task force operations agreements entered into by the Parties for joint law enforcement operations in Pasco County shall be subject to the terms and conditions of this MOU.

## XII. Marine Violations

- A. Municipal law enforcement officers of a cooperating agency may enforce all state boating and marine fishery laws and county boating ordinances on the waterways of the other cooperating agency as long as such violations occur on waterways contiguous to and in view of the jurisdiction of the officer's employing agency. In the case of a felony or a misdemeanor involving a breach of peace, control of the person(s) apprehended and the crime scene will be relinquished to the first available officer from the jurisdiction in which the incident occurs. Cases involving only a minor violation may be concluded at the scene by the issuance of a Boating Citation or Notice to Appear.

## XIII. Law Enforcement Emergencies

- A. Each of the cooperating agencies may request law enforcement assistance from and render law enforcement assistance to the other cooperating agency in a law enforcement emergency, including but not limited to:
  - 1. Civil affray and disobedience, disturbances, riots, large protest demonstrations or controversial trials.
  - 2. Any natural or man-made disaster.
  - 3. Incidents which require rescue operations and crowd and traffic control measures such as activities related to large-scale evacuations, aircraft and ship disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical and hazardous waste spills, and major electrical power failures.
  - 4. Terrorist activities including acts of sabotage.
  - 5. Escapes from and disturbances within any local or state detention

facilities.

6. Hostage and barricaded subject situations.
  7. Incidents requiring utilization or specialized units; e.g., underwater recovery, aircraft, ordinance disposal, crisis management, and emergency response teams.
- B. A law enforcement emergency is any situation which exceeds the capability of the local agency to counteract effectively.
  - C. Upon request for assistance to the chief of police or his/her designee or the sheriff or his/her designee, the law enforcement personnel and equipment of the cooperating law enforcement agency shall be dispatched to the location within the specified request.
  - D. A request for assistance made under this Section shall specify the number of personnel and type and amount of equipment needed, the location to which the personnel and equipment are to respond and the official to whom they are to report. Nevertheless, the number of personnel and amount and type of equipment which are actually furnished shall be determined by the law enforcement agency to whom the request is made.
  - E. If requested, law enforcement officers rendering assistance shall assist in the transportation and processing of prisoners in situations involving mass arrests and, if necessary, in the operation of temporary detention facilities.
  - F. The cooperating agency's personnel and equipment shall be released by the requesting party when assistance is no longer needed or when such personnel and equipment are needed in the jurisdiction in which they normally furnish law enforcement protection. Should the need arise, the cooperating agency may, at any time, recall personnel and equipment to the jurisdiction in which they are normally employed.
  - G. Resources which may be available under this Section shall include, but are not limited to, personnel, marked or unmarked vehicles, 4-wheel drive vehicles, police patrol boats, K-9 units, aircraft, and national/state/county/city computer networks.
  - H. Law enforcement officers rendering assistance shall complete written reports as if they were performing their duties in the jurisdiction in which they are normally employed. Copies of these reports shall be furnished to the agency requesting assistance within a reasonable time. Additionally,

officers rendering assistance shall prepare such reports as the agency requesting assistance may reasonably require.

XIV. Arrestee Transportation Operational Guidelines

- A. The Pasco Sheriff's Office contracts with a third party vendor for arrestee transportation. The Pasco Sheriff's Office is willing to share these services with the municipalities under the following terms and conditions:
1. The Pasco Sheriff's Office shall have the first priority in the utilization of arrestee transportation.
  2. The Pasco Sheriff's Office reserves the right to rescind a municipality's participation in the arrestee transportation program at any time upon written notification to the municipality.
  3. Non-compliance with the terms of this section and/or the third party transportation criteria will result in the immediate suspension of a municipality's ability to participate in the arrestee transportation program.
  4. Municipalities who utilize the services of the Pasco Sheriff's Office arrestee transportation services shall indemnify and hold harmless the Pasco Sheriff's Office from any and all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the municipality's use of the arrestee transportation program, provided that any such claims, damages, losses, or expenses are not caused by the negligence of the Pasco Sheriff's Office.
  5. Law enforcement personnel must conduct a thorough search of all individuals and their belongings, consistent with applicable law, prior to providing the individual for transport by the third party transportation service. This measure is to ensure the safety and security of all individuals involved in the transport.
- B. The third-party vendor shall establish specific criteria regarding which arrestees are eligible for transportation. A comprehensive list of these criteria will be provided to all participating municipalities to ensure adherence and uniform application of the transportation policy.

XV. Terms and Procedures

- A. A cooperating agency will answer a specific request for voluntary cooperation or operational assistance only to the extent that the available

personnel and equipment are not required for adequate protection of that agency. The commander of the agency, or the commander's designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available to respond.

- B. A specific request for voluntary cooperation or operational assistance for law enforcement emergencies shall be made by the commander of the agency or the commander's designee.
- C. Voluntary cooperation can also be initiated, within the limitations as more fully stated above, by an officer who views an in-progress crime or a need for traffic control in the cooperating agency, or who views a traffic violation or traffic accident scene, or marine violation on a contiguous way. The supervising authority of that officer shall be notified immediately to enable a supervisor from the officer's agency to authorize and direct actions taken by the officer. An officer taking voluntary action should notify the communication liaison person in the assisted agency as soon as possible.
- D. Whenever the employees of any law enforcement agency are rendering aide outside its jurisdiction and pursuant to the authority contained in this Agreement, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.
- E. Law enforcement officers or employees responding to a specific request for voluntary cooperation or operational assistance for law enforcement emergencies shall be under the direction and authority of the commanding officers of their own agency. However, no officer rendering assistance shall be required to perform, any act which would violate standard operating procedures or supervisory guidelines in the jurisdiction in which they are normally employed.
- F. All pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activities of officers, agents and employees performing duties in the jurisdiction in which they are normally employed shall apply to the same manner, degree and extent while such officers, agents and employees are rendering assistance under this Agreement. Notwithstanding the above, nothing contained herein is intended to limit either party's right to reimbursement for eligible costs as permitted by law.

- G. Each agency shall be responsible for its own operational costs and expenses in providing assistance under this Agreement and bearing its own costs associated with any loss or damage incurred to such jurisdiction's property equipment, or resources as a result of the use of such property during a voluntary cooperation or operational assistance situation. No financial charges shall be made by either party for assistance provided under this Agreement.
- H. Each party shall provide and carry liability insurance, workers' compensation insurance, self-insurance and other insurance necessary to assure that each party shall be protective and indemnified from any and all liabilities which may result by reason of activities which are the subject of this Agreement. Liability insurance shall be maintained in an amount not less than \$200,000 per person and \$300,000 per occurrence. Each party shall furnish satisfactory proof of insurance to the other party. "Insurance" may be procured either privately or pursuant to an approval self-insurance risk-financing program. Should any insurance policy or self-insurance program expire, be cancelled or undergo material change, the insured party shall, 30 days before such expiration, cancellation, or change, mail notice of the same to the other party.
- I. Nothing herein shall be deemed to transfer any legal or equitable ownership of any equipment utilized pursuant to this Agreement from one cooperating agency to the other. Further, nothing herein shall be deemed to confer any agency or employer/employee relationship or status upon the personnel of the cooperating agency while providing assistance to the cooperating agency under this Agreement.
- J. A cooperating agency shall not be required to respond to a request for assistance if, in the opinion of the cooperating agency, providing the assistance would interfere with or jeopardize the police protection and safety of the citizens or property within the jurisdiction normally served by that cooperating agency, or if the requested assistance is otherwise unavailable.
- K. Nothing in this Agreement is intended to be, nor shall it be construed to be, a relinquishment or transfer, expressly or by implication, of any of the powers or functions of the cooperating agency.
- L. In no event shall this Agreement confer upon any person, corporation, or entity, whether private or government, the right to damages against the cooperating agency for any acts, omissions or conduct, except as expressly provided in this Agreement.

- M. Each party to this Agreement shall bear all court costs, defense costs, and liability for its own law enforcement officers, agents and/or employees for acts undertaken pursuant to this Agreement unless such act was ordered by the commanding officer of the assisted agency; but if such act was not ordered by the commanding officer of the assisted agency, each agrees, to the extent permitted by law, to indemnify and hold the other harmless of and from any claims, lawsuits and/or causes of action arising out of the acts, omissions and conduct of its own officers, agents and/or employees. In the event that an act or acts undertaken pursuant to this Agreement is ordered by the commanding officer directing the voluntary cooperation or operational assistance situation, any defense or court costs and liability that might arise shall be the responsibility of the agency employing the commanding officer. However, nothing contained herein shall be construed to waive or modify the provisions of F.S. 768.28 or the doctrine of sovereign immunity as to any party hereto.
- N. This agreement shall be binding upon the parties from the date of execution by a party hereto and shall continue in full force and effect until terminated as provided herein below.
- O. This agreement shall be binding upon the parties from the date of execution and shall continue in full force and effect **until June 30, 2029**. However, any party hereto may withdraw or cancel such party's participation pursuant to this agreement without liability to the other party hereto by providing written notice of such withdrawal no less than ten (10) days prior thereto.
- P. This document reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing signed by all of the parties hereto. **Upon full execution by all the Parties, this First Amended and Restated Pasco County Law Enforcement Mutual Aid Agreement replaces the Mutual Aid Agreement in its entirety, and supersedes all Amendments executed subsequent to the Original Mutual Aid Agreement.**

#### XV. Severability

If any provision of this Agreement shall be declared invalid for any reason, such invalidity shall not affect any of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed.

In acknowledgment and execution of the First Amended and Restated Pasco County Law Enforcement Mutual Aid Agreement, I hereby set my hand and seal:

PASCO SHERIFF'S OFFICE

\_\_\_\_\_  
CHRIS NOCCO, SHERIFF

STATE OF FLORIDA  
COUNTY OF PASCO

BEFORE ME, this, \_\_\_ day of \_\_\_\_\_, 2024 an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared, CHRIS NOCCO, Sheriff of Pasco County, Florida, who is personally known to me and who acknowledged he executed the foregoing Agreement.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Seal)

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed.

In acknowledgment and execution of the First Amended and Restated Pasco County Law Enforcement Mutual Aid Agreement, I hereby set my hand and seal:

**As to the City of Dade City:**

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_  
James Shive, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Walters, Chief of Police

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed.

In acknowledgment and execution of the First Amended and Restated Pasco County Law Enforcement Mutual Aid Agreement, I hereby set my hand and seal:

**As to the City of New Port Richey:**

**Witness:** \_\_\_\_\_

\_\_\_\_\_  
**Alfred Davis, Mayor                      Date**

**Witness:** \_\_\_\_\_

\_\_\_\_\_  
**Robert Kochen, Chief of Police      Date**

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed.

In acknowledgment and execution of the First Amended and Restated Pasco County Law Enforcement Mutual Aid Agreement, I hereby set my hand and seal:

**As to the City of Port Richey:**

**Witness:** \_\_\_\_\_

\_\_\_\_\_  
**Matthew Coppler, City Manager      Date**

**Witness:** \_\_\_\_\_

\_\_\_\_\_  
**Ashlee McDonough, City Clerk      Date**

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed.

In acknowledgment and execution of the First Amended and Restated Pasco County Law Enforcement Mutual Aid Agreement, I hereby set my hand and seal:

**As to the City of Zephyrhills:**

**Witness:** \_\_\_\_\_

\_\_\_\_\_  
**Melonie Monson, Mayor      Date**

**Witness:** \_\_\_\_\_

\_\_\_\_\_  
**Derek Brewer, Chief of Police    Date**