

**PASCO COUNTY LAW ENFORCEMENT
MEMORANDUM OF UNDERSTANDING
OPERATION STONEGARDEN**

THIS Memorandum of Understanding (MOU) is made and entered into by and between the listed municipalities along with their respective Chiefs of Police in Pasco, County, Florida and CHRIS NOCCO, as Sheriff of Pasco County, Florida. The purpose of this MOU is to address implementation of Operation Stonegarden – Border Security Grant.

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, 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 is the recipient and implementing agency of the Operation Stonegarden – Border Security Grant R0461 through the Florida Division of Emergency Management and shall comply with current administrative requirements, cost principles, and audit requirements; and

WHEREAS, participation is restricted to listed participating law enforcement agencies and their personnel meeting minimum operational qualifications; and

WHEREAS, all participating agencies agree that allocations and use of funds under this grant shall be in accordance with the current grant program guidance and application kit; 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 MOU 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 Zephyrhills, Pasco County, Florida.
- II. The Law Enforcement agencies participating in and subject to this MOU, 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; and
- d. The Zephyrhills, Pasco County, Florida Police Department – Chief of Police.

III. Terms and Procedures of Operation Stonegarden

- a. The Pasco Sheriff's Office shall coordinate enhanced law enforcement services in Pasco County that support U.S. Customs and Border Protection in conjunction with participating Pasco County municipal police departments.
- b. The allocation of manpower and resources will be at the discretion of the Pasco Sheriff's Office through approved operations orders submitted and approved by the affected Border Patrol Station, area of responsibility.
- c. The Pasco Sheriff's Office reserves the right to programmatically change the funding amounts within categories pursuant to Operation Stonegarden guidelines.
- d. Any party to this MOU may request and/or provide voluntary cooperation and assistance across jurisdictional lines of any other party to this MOU in fulfilling the objectives of an Operation Stonegarden operation. A sworn law enforcement officer of a participating agency to this MOU is hereby empowered and may exercise law enforcement authority within the jurisdiction of another participating agency when participating in an Operation Stonegarden operation as outlined in the Pasco County Mutual Aid Agreement.
- e. Upon the expiration of current funding through Operation Stonegarden - Border Security Grant R0461, funding will then be utilized from any subsequent award to the Pasco Sheriff's Office from Operation Stonegarden- Border Security Grant from the Homeland Security Grant through the Florida Division of Emergency Management until such time as the Pasco Sheriff's Office is no longer an award recipient.
- f. All Parties understand and agree any current or future funding from the Border Security Grant is contingent upon the approval of the operational order by the Federal Emergency Management Agency (FEMA).

IV. 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 MOU 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. Any federal forfeiture by the U.S. Customs and Border Protection, or any other federal agency, as a result of a joint investigation will be equitably shared in the same manner with each participating agency involved in said operation and each participating agency will be responsible for submitting the required DAG forms. This MOU does not preclude a participating agency from initiating forfeiture proceedings within their respective jurisdictions outside the scope of this MOU.

V. Fiscal

- a. The Pasco Sheriff's Office will submit requests for reimbursement for approved operational costs on behalf of all participating agencies.
- b. Participants agree to the following procedures to provide timely and accurate reimbursements for all expenditures associated with Operation Stonegarden:
 - i. All invoices shall be submitted on an agency letterhead with proper backup documentation, including:
 - 1. Timesheet clearly stating Operation Stonegarden related overtime.
 - 2. Paycheck history showing overtime was paid.
 - 3. Breakdown of fringe benefits, including bank statements proving the payment of fringe benefits was completed.
 - ii. Back up documentation for fuel, including:
 - 1. Vessel fuel receipt and log for time spent on operation.
 - 2. Vehicle mileage log and documentation proving payment for fuel purchase.
 - iii. Participants will send all invoices and documentation required for reimbursement within 10 business days of an operation to:

Yezdi Batlivala, Accountant
Pasco Sheriff's Office
8661 Citizens Drive
New Port Richey, FL 34654
ybatlivala@pascosheriff.org
(727) 297-7942
- c. The following list of information is required from the participating municipalities in order to be eligible for reimbursement:
 - i. Proof that the police officer worked the Stonegarden Grant with a time sheet or overtime record from the City.
 - ii. Paycheck stub or Payroll history report that shows the person actually received overtime pay. Operation Stonegarden does not reimburse straight time. This report must show the check number of the EFT or paper check.

This document needs to show that the City provided FICA and retirement benefits for the employee.

- iii. A contact from the City who could provide the Retirement rate of their certified employees and answer any questions that I might have regarding their documents.
- d. The Pasco Sheriff's Office shall maintain all financial records and complete all financial reporting as required by the terms of the grant, and, shall be responsible for all audit and compliance requirements.

VI. Performance Reporting

- a. The Pasco Sheriff's Office shall compile and complete all performance reporting as required by the terms of the grant. All participants listed herein this MOU and participating in Operation Stonegarden shall provide any and all information necessary to complete performance reporting following the end of each mission until the conclusion of the grant. All performance reporting information should be sent to the Pasco Sheriff's Office Special Operations representative for each mission.

VII. Miscellaneous

- A. Law enforcement officers or employees participating in an Operation Stonegarden mission shall be under the direction and authority of the commanding officers of their own agency. However, no officer participating in an Operation Stonegarden mission 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.
- B. 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 MOU. Notwithstanding the above, nothing contained herein is intended to limit either party's right to reimbursement for eligible costs as permitted by law.
- C. Each agency shall be responsible for its own operational costs and expenses in providing assistance under this MOU 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 participation in an Operation Stonegarden mission.
- D. 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 MOU. 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.

- E. Nothing herein shall be deemed to transfer any legal or equitable ownership of any equipment utilized while participating in an Operation Stonegarden mission 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 participating in an Operation Stonegarden mission under this MOU.
- F. A participating agency shall not be required to participate in an Operation Stonegarden mission if, in the opinion of the participating agency, participating would interfere with or jeopardize the police protection and safety of the citizens or property within the jurisdiction normally served by that participating agency, or if the requested assistance is otherwise unavailable.
- G. Nothing in this MOU 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 a participating agency.
- H. In no event shall this MOU 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 MOU.
- I. Each party to this MOU 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 MOU unless such act was ordered by the commanding officer of another agency; but if such act was not ordered by the commanding officer of another 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 MOU is ordered by the commanding officer of another agency, 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.

- J. This MOU 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.
- K. This MOU shall take effect upon full execution by all Parties and continue in effect until terminated by the Pasco Sheriff's Office or until the Pasco Sheriff's Office is no longer an award recipient of the Operation Stonegarden – Border Security Grant. The Pasco Sheriff's Office may terminate this MOU or a participating agency's participation in this MOU by providing thirty (30) days' notice to all Parties. A Party may terminate their participation in this MOU by providing thirty (30) days' written notice to all other Parties. Upon full execution of this MOU, all prior MOUs regarding Operation Stonegarden shall terminate.
- L. This MOU 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.

VIII. Severability

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

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

In acknowledgment and execution of the Operation Stonegarden Memorandum of Understanding, 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 _____, 2023, 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 MOU.

Signature of Notary Public

Seal

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

In acknowledgment and execution of the Operation Stonegarden Memorandum of Understanding, I hereby set my hand and seal:

As to the City of New Port Richey:

Witness: _____

Alfred C. Davis, Mayor Date

Witness: _____

Robert Kochen, Chief of Police Date