

PASCO COUNTY UNMANNED SYSTEMS TASK FORCE AGREEMENT

THIS AGREEMENT is made and entered into by and between the Pasco Sheriff's Office, the City of New Port Richey, the City of Dade City, the City of Zephyrhills, and Pasco County, Florida, through its Board of County Commissioners, hereinafter referred to collectively as the "Parties."

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 (the "Administering Agency") recognizes the importance of multi-jurisdictional coordination in the deployment and use of unmanned systems ("UAS" or "drones") for emergency response, search and rescue, natural disasters, missing persons investigations, and other public safety operations within Pasco County; and

WHEREAS, the Participating Agencies desire to collaborate with the Administering Agency in the establishment and operation of the Pasco County Unmanned Systems Task Force (the "Task Force") to facilitate the coordinated and efficient use of unmanned systems; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I – PURPOSE

The purpose of this Agreement is to establish and operate the Pasco County Unmanned Systems Task Force under the leadership and administration of the Administering Agency. The Task Force will facilitate the coordinated and efficient use of unmanned systems by the Parties for the following purposes:

1. Emergency Response
2. Search and Rescue Operations
3. Natural Disaster Response and Recovery
4. Missing Persons Investigations
5. Law Enforcement and Fire Rescue Activities
6. Other Public Safety Operations as mutually agreed upon by the Parties

ARTICLE II - ORGANIZATION AND ADMINISTRATION

A. Task Force Structure

1. **Task Force Commander** - The Task Force shall be commanded by the Captain of the Innovation and Readiness Division of the Pasco Sheriff's Office, or their designee. The Task Force Commander shall have overall responsibility for the administration and operation of the Task Force.

2. Task Force Deputy Commander - The Task Force Deputy Commander shall be the Inspector of the Innovation and Readiness Division of the Pasco Sheriff's Office, or their designee(s). The Deputy Commander shall assist the Task Force Commander in carrying out their duties and responsibilities.

3. Task Force Team Leaders- The Task Force Team Leaders shall be selected by the Task Force Commander from members of the task force and shall serve as supervisors of teams within the structure established by the administering agency.

4. Task Force Member - Each Participating Agency shall designate a minimum of one Unmanned Systems Operator ("Operator") to the Task Force. These Operators shall be certified and trained in accordance with all applicable laws, regulations, and policies established by the Administering Agency.

B. Operational Control

1. Administering Agency Authority - The Administering Agency shall have ultimate authority over the policies, procedures, and operations of the Task Force.

2. Request for Assistance - Requests for drone deployment or other Task Force assistance shall be made through the Pasco County Public Safety Communications or other mutually agreed-upon communication channels. The Administering Agency shall have the authority to prioritize and coordinate the response to such requests.

C. On-Scene Command

The Pasco Sheriff's Office, as the Administering Agency, shall have overall command and control of all Task Force missions, including the deployment and use of Task Force resources. However, if a member or members of a single participating agency are operating within their original jurisdiction using only their equipment and personnel for an operation related to their agencies function, they shall fall under the command of their home agency's chain of command and the operation will not be considered a "task force operation" for purposes of command and control on scene. While under their home agency's command, these members are still required to adhere to all rules, regulations, and operational protocols related to unmanned systems established by the Administering Agency and shall log all flights in a manner prescribed by the administering agency.

D. Incident Reporting

All Task Force deployments and operations shall be documented in accordance with the Administering Agency's reporting procedures. Participating Agencies shall cooperate in providing any necessary information or documentation for these reports.

ARTICLE III - TRAINING AND CERTIFICATION

A. Administering Agency Oversight

The Administering Agency shall establish and maintain minimum training and certification standards for all Task Force members. These standards shall meet or exceed those established by the Federal Aviation Administration (FAA) and any other applicable regulatory bodies.

B. Training Programs

The Administering Agency shall develop and implement training programs to ensure that all Task Force members are properly trained and certified to operate unmanned systems in a safe and effective manner.

C. Ongoing Training

The Task Force shall conduct regular training exercises and professional development activities to ensure that all members maintain their proficiency and stay abreast of the latest technologies and best practices.

D. Training Costs

The cost of initial and ongoing training and certification for Task Force members shall be borne by the respective Participating Agencies.

ARTICLE IV - GROUP PURCHASING AND EQUIPMENT MANAGEMENT

A. Equipment Options for Participating Agencies

1. Agency-Owned Equipment

Participating agencies may choose to use their own drones and related unmanned systems equipment for Task Force operations. In this case, the agency is responsible for the purchase, registration, insurance, and maintenance of their equipment. The agency must provide the Administering Agency with proof of compliance with all applicable standards and regulations, including FAA certification, state and local laws, insurance coverage, and regular maintenance logs.

2. Group Purchasing Program

Alternatively, agencies may opt to join the Group Purchasing Program managed by the Administering Agency. Under this program:

a) Procurement and Assignment

(1) The Administering Agency will purchase, register, and insure drones and related equipment on behalf of the participating agency.

(2) The equipment will be owned and registered by the Administering Agency but assigned to the participating agency on a perpetual basis for their exclusive use in Task Force operations.

b) Cost and Financial Responsibility

(1) Each participating agency is responsible for the full cost of each drone and related equipment they choose to purchase through the Group Purchasing Program.

(2) The Pasco Sheriff's Office (PSO) will invoice the participating agency for the upfront cost of ownership, including the purchase price of the drone and any initial registration and insurance fees.

(3) PSO will also invoice the participating agency for all ongoing costs, such as annual license renewals, insurance premiums, service fees, and any other associated costs required to maintain the operational readiness of the equipment.

B. Equipment Ownership and Maintenance

1. Ownership Transition

a) In the event that this Agreement is terminated or a participating agency withdraws from the Task Force, ownership of the drones and related equipment assigned to that agency through the Group Purchasing Program will be formally transferred to the agency. This includes all associated financial responsibilities, such as future registration, software licenses, and maintenance costs.

b) For agencies using their own equipment, ownership remains with the agency, and they continue to be fully responsible for all operational costs and maintenance.

2. Maintenance and Repairs

a) Agencies participating in the Group Purchasing Program will have access to the Administering Agency for repairs, maintenance, replacement parts, warranty claims, and other technical support. The Administering Agency will coordinate with equipment vendors to ensure timely and efficient resolution of any issues.

b) For agency-owned equipment, the agency is solely responsible for maintenance, repairs, and ensuring the equipment is operationally ready at all times.

3. Replacement Equipment

a) For equipment purchased through the Group Purchasing Program, the Administering Agency will provide a replacement drone or related equipment immediately in cases where the original equipment needs repair or is temporarily inoperable.

b) Agencies using their own equipment are responsible for providing their own backup or replacement equipment if necessary.

4. Standards Compliance and Inspection

a) All equipment, whether purchased through the Group Purchasing Program or provided independently by the participating agency, must meet or exceed the standards established by the Administering Agency, including compliance with FAA regulations and applicable state and local laws.

b) The Administering Agency reserves the right to inspect and approve any equipment used in Task Force operations to ensure it meets these standards. Agencies using their own equipment must provide proof of compliance, including current registration, insurance, and maintenance records.

5. Liability for Equipment Loss or Damage

a) In the event of loss or damage to Task Force equipment during an operation, the participating agency that employs the Remote Pilot in Control (RPIC), at the time of the incident shall bear the cost of repair or replacement.

b) If the loss or damage is determined to be the result of negligence or willful misconduct by another party, liability may be reassigned accordingly.

ARTICLE V - DATA MANAGEMENT AND SHARING

A. Record Custodian

The Pasco Sheriff's Office (PSO) shall serve as the record custodian for all flight data and relevant records associated with the Task Force program. PSO shall maintain and manage all data collected during Task Force operations.

B. Data Access and Reporting

PSO shall provide each participating agency with access to flight data and any related records upon request. Additionally, PSO shall furnish reports summarizing relevant data to participating agencies, as deemed necessary, to support their operational and investigative needs.

C. Logging and Compliance

All participating agencies and Task Force members are mandated to log every flight operation and strictly adhere to the policies and procedures established by PSO. This requirement includes the proper documentation of operations and the handling of data in full compliance with PSO's established data management protocols.

ARTICLE VI - LIABILITY AND INDEMNIFICATION

A. Indemnification

1. Mutual Indemnification

Each Party agrees to indemnify, defend, and hold harmless the other Parties, their officers, employees, and agents from and against any and all claims, demands, actions, suits, proceedings, damages, losses, costs, expenses, and liabilities, including reasonable attorney's fees, arising out of or in connection with the performance of this Agreement, except to the extent caused by the sole negligence or willful misconduct of the indemnitee.

2. Limitation of Liability for Administering Agency

The Participating Agencies specifically acknowledge and agree that the Administering Agency shall not be held liable for any damages, losses, or injuries resulting from the use of unmanned systems or related equipment provided by the Participating Agencies, unless such damages, losses, or injuries are caused by the sole negligence or willful misconduct of the Administering Agency.

B. Insurance

Each Party shall maintain insurance coverage as required by law and shall provide proof of such insurance upon request.

C. Workers' Compensation

Each Party shall provide workers' compensation coverage for its employees as required by law.

ARTICLE VII - TERMS AND PROCEDURES

A. Request for Assistance

1. Cooperation and Availability

A participating agency will provide task force members for a specific request for assistance only to the extent that the available personnel and equipment are not required for adequate operation 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 available to respond.

2. Jurisdiction and Authority

Employees rendering aid outside their jurisdiction under this Agreement shall have the same powers, duties, rights, privileges, and immunities as if performing duties in their own jurisdiction for their own agency.

B. Benefits and Reimbursements

1. Benefits

All benefits applicable to employees performing duties in their own jurisdiction shall apply while rendering assistance under this Agreement.

2. Cost Responsibility

No reimbursement for operational costs will be provided, with each agency bearing its own expenses, except under the optional drone group purchase program.

C. Insurance and Liability

1. Insurance Requirements

Agencies must carry liability insurance, workers' compensation, and other necessary insurance to indemnify against liabilities arising from activities under this Agreement.

D. Discretion to Respond

A participating 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 safety of citizens or property within the jurisdiction normally served by that cooperating agency.

ARTICLE VIII - BINDING EFFECT AND TERM

A. Term of Agreement

1. **Binding Effect** - 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.

2. **Duration** - This Agreement shall continue in full force and effect until June 30, 2029. However, any Party may withdraw by providing written notice no less than thirty (30) days prior to withdrawal.

B. Modification and Supersession

1. **Full Understanding** - 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.

2. **Supersession** - Upon full execution by all Parties, this Agreement replaces any prior agreements in their entirety and supersedes all amendments executed subsequent to the original agreement.

ARTICLE IX - TERMINATION AND WITHDRAWAL

A. Withdrawal by a Participating Agency

Withdrawal Notice - Any agency may withdraw from this Agreement by providing written notice at least thirty (30) days prior to withdrawal.

B. Non-Compliance Removal

Agencies or task force members failing to comply with training and participation requirements may be removed from the Task Force by the administering agency.

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

In acknowledgment and execution of the Pasco County Unmanned Systems Task Force 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 Pasco County Unmanned Systems Task Force Agreement, I hereby set my hand and seal:

As to the City of Dade City:

Witness: _____

Scott Black, Mayor **Date**

Witness: _____

James E. Walters, Chief of Police **Date**

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

In acknowledgment and execution of the Pasco County Unmanned Systems Task Force 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 Pasco County Unmanned Systems Task Force 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**

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

In acknowledgment and execution of the Pasco County Unmanned Systems Task Force Agreement, I hereby set my hand and seal:

As to Pasco County, Florida:

**PASCO COUNTY BOARD OF COUNTY
COMMISSIONERS**

ATTEST:

By: _____

Nikki Alvarez-Sowles, Esq.

Pasco County Clerk & Comptroller

By: _____

Ron Oakley, Chairman