

**MEMORANDUM OF UNDERSTANDING REGARDING
OVERTIME REIMBURSEMENT**

between

MONROE COUNTY SHERIFF'S OFFICE

and

PEMBROKE PINES POLICE DEPARTMENT

IN CONSIDERATION of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

I. PURPOSE AND PARTIES

The South Florida High Intensity Drug Trafficking Area (SFLHIDTA) is a task force program funded by grants through the Office of National Drug Control Policy, Executive Office of the President of the United States. SFLHIDTA is governed regionally by the SFLHIDTA Executive Board which determines how said grant funds are allocated. The Monroe County Sheriff's Office ("MCSO"), a political subdivision of the State of Florida, serves as a fiduciary, receiving and disbursing federal grant funds allocated to SFLHIDTA.

The South Florida HIDTA Executive Board has approved the **Pembroke Pines Police Department's** (Agency) request for up to **\$15,485.11** in overtime in support of investigative efforts pertaining to the Cocaine Strategy Initiative approved by ONDCP.

MCSO, as fiduciary for SFLHIDTA, and Agency do hereby agree as follows:

1. The Agency may request reimbursement for overtime for task force officers assigned to the above name Initiative. Officer(s) must be eligible for such compensation from their parent agency/department for work conducted in support of the Initiative. SFLHIDTA funds shall not be used to pay for overtime related to training attendance, or non-investigative administrative work, or fringe benefits.
2. SFLHIDTA funded overtime for fulltime participants shall not exceed the lower of applicable state and local regulations for an officer's parent agency or 25% of the federal GS-12 Step-1 pay scale for federal law enforcement officer "Rest of US" that is in effect at the beginning of the calendar year (January 1). The Agency of the individual receiving SFLHIDTA-funded overtime shall ensure the maximum amounts are not exceeded. Funds must be spent in compliance with established SFLHIDTA Program Policy, including multi-agency participation, collocation and the SFLHIDTA intelligence sharing plan.
3. The Agency will submit a claim for reimbursement with the following documentation:
 - a. A letter on Agency letterhead outlining total amount of request, time period of the overtime incurred, and instructions as to how check should be made payable and an address and contact person for remittance.
 - b. The Overtime Summary/Certification Sheet "Request for Reimbursement of South

Florida SFLHIDTA Overtime Expenses" filled out and signed by an authorized representative of the agency.

- c. Copies of the Agency's overtime authorization sheets providing reference to the SFLHIDTA Initiative with signatures of the employee and supervisor.
- d. Either the individual pay stubs or a report from the Agency's payroll system showing the amount paid to the officer for that overtime.
- e. Copies of the Agency's timesheets for the relevant time periods to verify the method of overtime calculation.

II. POINTS OF CONTACT:

MCSO:

Patrick McCullah, General Counsel
Monroe County Sheriff's Office
5525 College Road
Key West, Florida 33040
Telephone: 305.292.7020
Fax: 305.292.7070
E-mail: pmccullah@keysso.net

SFHIDTA:

Lisette Meneses
Administrative Program Coordinator
3101 Commerce Parkway
Miramar FL 33025
Phone: 954-430-4904
Email: lmmeneses@sflhidta.org

AGENCY:

The Agency's designated contact concerning this MOU, including reimbursement requests and disclosures, shall be:

Chief Kipp Shimpeno
Pembroke Pines Police Department
9500 Pines Blvd.
Pembroke Pines, Florida 33024
Phone: (954) 436-3200
Email: kshimpeno@ppines.com

III. TERM AND TERMINATION:

1. This MOU is **effective as of January 1, 2020 and remains through December 31, 2020.**
2. Either party may terminate this MOU at any time by providing (30) days prior written notice of termination.
3. In the event of a material breach of this MOU, either party may immediately terminate this MOU.

MONROE COUNTY SHERIFF'S OFFICE

Name: _____

Title: _____

Sign: _____

Date: _____

PEMBROKE PINES POLICE DEPARTMENT

Name: _____

Title: _____

Sign: _____

Date: _____

AS TO LEGAL FORM
MO [Signature]
9/28/2020

Approved as to form and legal sufficiency
Subject to the execution by the parties:

By: _____

Date: _____