

MONEY LAUNDERING TASK FORCE
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered this _____ day of _____, 2018, by and between the following agencies (hereinafter "participating agencies"):

Broward County Sheriff's Office
City of Coral Springs
City of Hallandale Beach
City of Miramar
City of Ft. Lauderdale
City of Weston
Broward County (Port Everglades)
Florida Department of Law Enforcement
Miami-Dade Police Department
Palm Beach County Sheriff's Office

WHEREAS, the participating agencies previously entered into a Memorandum of Understanding (hereinafter "MOU") regarding the creation and operation of a Money Laundering Task Force (hereinafter "Task Force"); and

WHEREAS, it was understood by the participating agencies that a portion of the funds seized by the Task Force would be utilized for the continued operation of the task force; and

WHEREAS, the Parties are desirous of adding a new participating agency and updating the MOU to reflect current participants.

THEREFORE, the parties agree as follows:

PREAMBLE

Nothing in the MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating agencies listed above.

The participating agencies to this MOU understand and agree that other law enforcement agencies may be invited to join the Task Force, and that such law enforcement agency will be approved to join the Task Force upon a majority agreement of the heads of law enforcement, or their designees, of all participating agencies to this MOU. All law enforcement agencies approved to join the Task force will be considered participating agencies for the purposes of this MOU.

I. PURPOSE

This MOU establishes and delineates the mission of the Task Force, as a joint cooperative effort. Additionally, the MOU formalizes relationships between and among the participating agencies in order to foster an efficient and cohesive unit capable of addressing money laundering activity within South Florida. It is the desire of the participating agencies to achieve maximum inter-agency cooperation in a

combined law enforcement effort aimed at reducing the money laundering activity within the communities served.

II. MISSION

The mission of the Task Force is to identify and target for prosecution, individuals and/or organizations involved in money laundering activity. The Task Force will enhance the effectiveness of federal, state, and local law enforcement resources through a well-coordinated initiative seeking the most effective investigative and prosecutive avenues by which to convict and incarcerate dangerous offenders.

III. ORGANIZATIONAL STRUCTURE

A. Composition

The Task Force will consist of a combined enforcement body of agencies participating in this MOU. These participating agencies will provide full-time assigned personnel, as set forth below:

B. Direction

All participants acknowledge that the Task Force is a joint operation in which all agencies will act in a cooperative manner to meet the objectives of the task force.

C. Supervision

The day-to-day operation and administrative control of Task Force will be the responsibility of the Broward Sheriff's Office Task Force Supervisor. Responsibility for the conduct of the Task Force members shall remain with the respective agency law enforcement heads.

IV. PROCEDURES

A. Personnel

Continued assignment of personnel to the Task Force will be based upon performance and will be at the discretion of the respective agency law enforcement heads/supervisors or the Broward Sheriff's Office supervisor assigned to the Task Force. Each participating agency, upon request, will be provided with an update as to the program, direction, and accomplishments of the Task Force.

It is understood that a participating agency has specific needs requirements of their officers. Participating agencies are permitted to recall their officers for specific requirements, training, qualifications, etc. Notification will be made, to the Task Force supervisor, when these circumstances occur.

B. Deputization

All local and state law enforcement personnel designated to the Task Force, subject to a limited background inquiry, may be sworn as Deputy Sheriff's by the Sheriff of Broward County at his sole discretion. These deputizations will

remain in effect throughout the tenure of each investigator's assignment to the Task Force, until termination of the group, or until the investigator's deputy status is revoked, whichever occurs first.

C. Investigations

All Task Force investigations will be initiated in accordance with procedures established by the Broward State Attorney's Office or United States Attorney General Guidelines on General Crimes and Racketeering Enterprise ("AG Guidelines"). The investigative methods employed will be consistent with the policies and procedures of the Broward Sheriff's Office. However, in situations where the statutory or common law of Florida is more restrictive than comparable Federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

Participating agencies can and are encouraged to provide targets in their jurisdictions. Each request will be evaluated and addressed on a priority basis.

D. Prosecution

The criteria for determining whether to prosecute a particular violation in state or federal court will focus upon achieving the greatest overall benefit to law enforcement and the public. Any question, which arises pertaining to prosecutive jurisdiction, will be resolved through discussion among all investigative agencies and prosecutive entities having an interest in the matter.

E. Complaints Against Task Force Member

Any complaints filed against a participating agency's Task Force member will be handled by the member's agency.

V. ADMINISTRATIVE

A. Case Assignments

The Task Force Supervisor will oversee the prioritization and assignment of targeted cases and related investigative activity in accordance with the stated objectives and direction of the task force. Cases will be assigned to investigative teams based on experience, training, performance, expertise, and existing caseload.

B. Records, Reports, and Evidence

All investigative reporting will be prepared in compliance with existing BSO policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the Task Force will be made available for inclusion in the respective investigative agencies' files as appropriate. Investigative files will be secured at the Task Force office for purposes of security and continuity.

C. Investigative Exclusivity

Matters designated to be handled by the Task Force will not knowingly be subject to non-money laundering law enforcement efforts. It is incumbent upon each agency to make proper internal notification regarding the Task Force existence, including its areas of concern.

There shall be no unilateral action taken on the part of any participating agency relating to Task Force investigations. All law enforcement action will be coordinated and conducted in a cooperative manner. Task Force investigative leads outside Broward County will be communicated to other law enforcement agencies for their appropriate investigation.

D. Informants and Cooperating Witnesses

BSO Guidelines regarding the operation of informants will apply to all informants directed by members of the task force. BSO agrees, subject to funding availability and reasonableness, to pay informant expenses in accordance with BSO policies and procedures. An appropriate BSO informant file will be opened wherein all information furnished by the respective informant will be maintained. In addition, any recommendations for payments to the respective informant will also be documented therein. Any Confidential Informant developed by any Task Force member while assigned to the Task Force will remain with the Task Force should the Task Force member be reassigned back to his/her agency. The exception to this will be if the Confidential Informant had been previously documented by that agency prior to participating in the Task Force.

E. Staff Briefings

If requested, quarterly briefings on Task Force investigations will be provided to the heads of the participating agencies or their designees.

VI. MEDIA

All media releases pertaining to Task Force investigations and/or arrests will be coordinated and made jointly by all participants of this MOU. No unilateral press releases will be made by any participating agency without the prior approval of the other participants. No information pertaining to the Task Force itself will be released to the media without approval of all participants.

VII. EQUIPMENT

Communications: The Broward Sheriff's Office agrees, subject to funding availability, to provide sufficient portable radios for each Task Force member. Certain Task Force participating agencies may be requested on occasion to provide portable radios to Task Force members during certain high impact investigations or undercover operations.

VIII. FUNDING

- A. Personnel Funding: Each participating agency agrees to provide the full time services of its respective personnel for the duration of this operation.

Participating agencies agree to assume all personnel costs for their Task Force representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency. Authorizing overtime is the responsibility of the participating agency. If the Task Force supervisor authorizes overtime for other agency participants, BSO shall reimburse the participating agencies. If the participating agency authorizes overtime, BSO, in its sole discretion, may reimburse participating agencies for their overtime costs.

B. Task Force Funding:

1. The parties agree that twenty-percent (20%) of all currency seized by the Task Force pursuant to this MOU and subsequently awarded to the Task Force (hereinafter "Operational Funds") shall be deposited into the BSO Law Enforcement Trust Fund, and that BSO shall be designated as Fiscal Administrator of such funds. BSO shall maintain a separate accounting of any Operational Funds maintained in the BSO Law Enforcement Trust Fund.
2. The Fiscal Administrator, on behalf of the Task Force, shall request appropriations of Operational Funds from BSO's Law Enforcement Trust Fund in accordance with §932.7055, Florida Statutes, for the purpose of Task Force operations, as permitted by law. Any appropriation of Task Force Operational Funds shall be deposited into a separate account maintained by BSO's Finance Department. The funds placed in this separate account shall only be used for those purposes designated within the request for appropriation. The parties agree that all disbursements from this account must be approved by two (2) authorized representatives of the Fiscal Administrator: BSO's Strategic Investigations Director, and BSO's Finance Director.
3. At the end of each fiscal year ending September 30th, the Fiscal Administrator shall perform an accounting of Task Force Operational Funds including, but not limited to, an accounting of all receipts, disbursements, and interest accrued on such funds. The Fiscal Administrator shall provide such accounting to each participating agency, upon request, which is a party to this MOU during such fiscal year.
4. The participating agencies hereby acknowledge and agree that the Fiscal Administrator's responsibilities shall terminate upon the Fiscal Administrator's withdrawal from participation in this MOU.

IX. DURATION

This MOU shall remain in effect until terminated as specified below. Continuation of this MOU shall be subject to the availability of necessary funding. This agreement may be modified at any time upon written agreement of all participating agencies.

The participating agencies may withdraw from this agreement at any time by providing a 30-day written notice of its intent to withdraw to all other participating agencies. Upon withdrawal of any agency, any equipment supplied by that agency will be returned.

This MOU may be terminated upon the written consent of all parties to this MOU. Upon the termination of the Task Force and the MOU, all equipment will be returned to the supplying agencies.

X. ASSETS AND FORFEITURES

The Fiscal Administrator shall be responsible for determining whether asset forfeiture proceedings for property seized by the Task Force shall be initiated in state or federal court. Any state law forfeiture actions filed under Chapter 932, Florida Statutes, shall be initiated and managed by the Fiscal Administrator's agency, which shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the Task Force, and the public.

Each participating agency shall be entitled to a share of seized funds awarded to the Task Force. The share will be equivalent to the percentage that the number of the agency's detective assigned to the task force bears to the total number of detectives assigned to the task force. The respective share of each participating agency will be determined after deducting the twenty-percent (20%) designated for Task Force Operational Funds, as described in Section VIII.B., above. Each share will be made payable to the Law Enforcement Trust fund for the participating agency within a reasonable period of time after such funds have been awarded.

At termination of this agreement, any non-disbursed funds awarded to the Task Force, or any funds awarded to the Task Force subsequent to termination, will be divided among the participating agencies based upon the percentage calculated in accordance with the preceding paragraph, and in the manner provided therein.

XI. INDEMNIFICATION

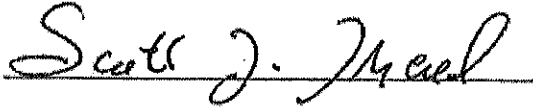
Each participating agency (indemnitor) hereby shall to the extent permitted by law indemnify from any liability and hold harmless the other participating agencies (indemnitees), their employees, agents, or servants against liability including, but not limited to, court costs and attorneys fees, arising from any actions, causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, brought against the indemnitees, their employees, agents, and servants as a result of the indemnitor, its employees, agents, or servants' negligent acts or negligent omissions, while acting within the scope of their employment. Each participating agency will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes Section 768.28 and common law. Nothing contained herein shall be construed as a waiver of sovereign immunity.

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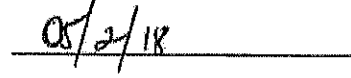
IN WITNESS WHEREOF, the authorized representatives of Parties hereto sign on the date specified hereafter:

Party's Acceptance of the MONEY LAUNDERING TASK FORCE VOLUNTARY COOPERATION MUTUAL AID AGREEMENT

SCOTT J. ISRAEL, as Sheriff of Broward County

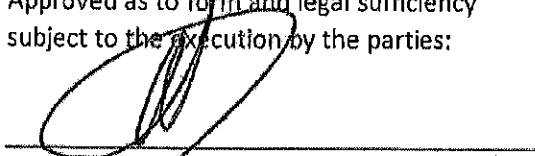



Scott J. Israel, Sheriff




Date

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



Ronald M. Gunzburger, General Counsel
Broward County Sheriff's Office 



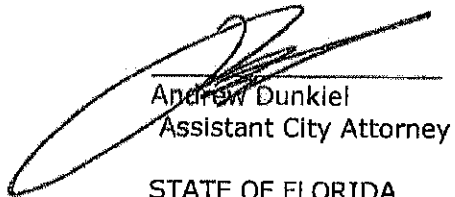
Date

MONEY LAUNDERING TASK FORCE
MEMORANDUM OF UNDERSTANDING
PARTICIPATING AGENCY APPROVAL

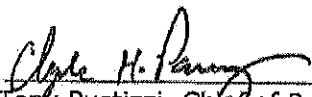
IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below:

APPROVED AS TO FORM

CITY OF CORAL SPRINGS



Andrew Dunkiel
Assistant City Attorney

By: 

Tony Pustizzi, Chief of Police
Clyde H. Parry, Int Chief


STATE OF FLORIDA
COUNTY OF BROWARD


Clyde Parry

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, did personally appear ~~Tony Pustizzi~~, Chief of Police for the City of Coral Springs, a municipal corporation of Florida, and acknowledged he executed the foregoing Agreement as the proper official of the City of Coral Springs and the same is the act and deed of the City of Coral Springs.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of Coral Springs, in the State and County aforesaid on this, the 11 day of January, 2018.

(SEAL)

 STEPHANIE RIVERO
MY COMMISSION # GG 089124
EXPIRES: April 2, 2021
Bonded Thru Budget Notary Services




NOTARY PUBLIC
My Commission Expires: April 2, 2021

MONEY LAUNDERING TASK FORCE
MEMORANDUM OF UNDERSTANDING
PARTICIPATING AGENCY APPROVAL


IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below:

APPROVED AS TO FORM



Jennifer Merino
City Attorney

CITY OF HALLANDALE BEACH

By: 

Roger M. Carlton, City Manager

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, did personally appear Roger M. Carlton, City Manager for the City of Hallandale Beach, a municipal corporation of Florida, and acknowledged he executed the foregoing Agreement as the proper official of the City of Hallandale Beach and the same is the act and deed of the City of Hallandale Beach.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of Hallandale Beach, in the State and County aforesaid on this, the 31 day of JANUARY, 2018.

(SEAL)





NOTARY PUBLIC
My Commission Expires:

FOR CITY

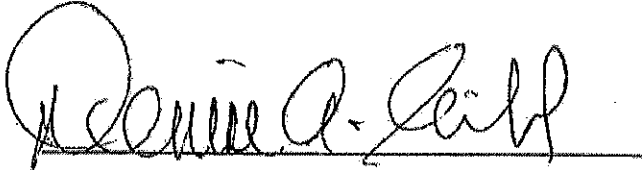
MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
BROWARD COUNTY SHERIFF'S OFFICE, CITY OF CORAL SPRINGS, CITY OF
HALLANDALE BEACH, CITY OF FT. LAUDERDALE, CITY OF WESTON, BROWARD
COUNTY (PORT EVERGLADES), FLORIDA DEPARTMENT OF LAW ENFORCEMENT,
MIAMI-DADE POLICE DEPARTMENT, PALM BEACH COUNTY SHERIFF'S OFFICE AND
THE CITY OF MIRAMAR
FOR THE MONEY LAUNDERING TASK FORCE

CITY OF MIRAMAR, FLORIDA

By: 

 Kathleen Woods-Richardson, City Manager

ATTEST:



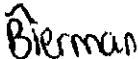
Denise A. Gibbs, CMC, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

By 

Weiss Serota Helfman, & Cole, P.L. 

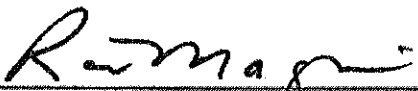
City Attorney



MONEY LAUNDERING TASK FORCE
MEMORANDUM OF UNDERSTANDING
PARTICIPATING AGENCY APPROVAL

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date(s) set forth below:


FORT LAUDERDALE POLICE DEPARTMENT:



Rick Maglione, Interim Chief of Police
Authorized Representative

Date: 1/8/18

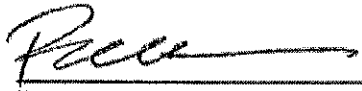
THE CITY OF FORT LAUDERDALE:



Lee R. Feldman, City Manager
Pursuant to Resolution No. 00-24

Date: 1/10/18

Approved as to form and content:
Cynthia A. Everett, City Attorney

By: 

Bradley H. Weissman, Esquire
Assistant City Attorney

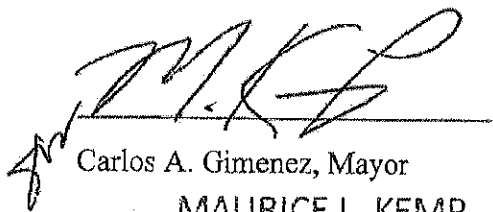
Date: 1/4/18

MONEY LAUNDERING TASK FORCE MEMORANDUM OF UNDERSTANDING
VOLUNTARY COOPERATION MUTUAL AID AGREEMENT PARTICIPATING
AGENCY APPROVAL

IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below:

MIAMI-DADE COUNTY

MIAMI-DADE POLICE DEPARTMENT



Carlos A. Gimenez, Mayor

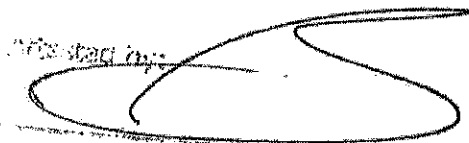
By: 

Juan J. Perez, Director

MAURICE L. KEMP
DEPUTY MAYOR
MIAMI-DADE CTY. FL

Date: 5/24/18


Date: 5/16/18



Deputy Clerk

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



By: 

Anita Viciano
Assistant County Attorney

MONEY LAUNDERING TASK FORCE MEMORANDUM OF UNDERSTANDING
VOLUNTARY COOPERATION MUTUAL AID AGREEMENT PARTICIPATING
AGENCY APPROVAL

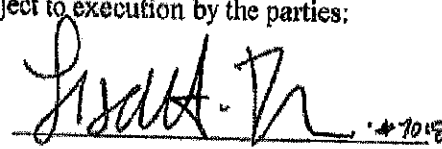
IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below:

PALM BEACH COUNTY SHERIFF'S OFFICE

By: 
Ric L. Bradshaw, Sheriff

Date: 5/16/18

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

By:  5-10-18
Agency Attorney

**Money Laundering Task Force Memorandum of Understanding
Participating Agency Approval**

CITY OF HOLLYWOOD

ATTEST:

Patricia A. Cerny, MMC, City Clerk

Josh Levy, Mayor

APPROVED AS TO FORM & LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.

Douglas R. Gonzales, City Attorney