

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
GREGORY TONY, SHERIFF OF BROWARD COUNTY, FLORIDA
and
THE CITY OF COOPER CITY, FLORIDA
REGARDING
RESOLUTION OF THE FEDERAL EQUITABLE SHARING DISPUTE**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered this _____ day of _____ 2021, by and between Gregory Tony, as Sheriff of Broward County, Florida (hereinafter referred to as "SHERIFF" or "BSO"), and the City of Cooper City, Florida (hereinafter referred to as "CITY").

WHEREAS, on or about July 11, 2014, a Deputy Sheriff assigned to the City of Weston, conducted a traffic stop of a tractor-trailer vehicle traveling through the City of Cooper City that was suspected of having been car-jacked;

WHEREAS, on July 14, 2014, following an investigation by Sheriff Deputies assigned to the City of Cooper City, the City of Weston, the BSO Robbery Unit, the BSO Strategic Investigations Division, and federal law enforcement officers, the tractor-trailer vehicle was x-rayed by United States Customs Officials at Port Everglades and was found to contain \$1,956,187.00 in United States currency;

WHEREAS, United States currency was seized for forfeiture through the federal forfeiture process, which resulted in a federal asset sharing award to BSO in or around March 2017 in the amount of \$1,269,369.00;

WHEREAS, BSO allocated the forfeiture award to local law enforcement agencies participating in the investigation based upon the number of hours that each agency's personnel contributed to the investigation;

WHEREAS, BSO determined that local law enforcement agencies expended 546.5 hours on the investigation, and that Sheriff Deputies assigned to CITY contributed 108 hours of that total;

WHEREAS, CITY disputed BSO's determination regarding the allocation of the award to CITY, and took the position that it was entitled to the entire forfeiture award because the tractor-trailer vehicle was initially stopped in the CITY;

WHEREAS, in or about August, 2019, following multiple negotiations in order to resolve the dispute, the parties agreed that SHERIFF would use the federal sharing award to purchase radios for law enforcement and fire rescue personnel assigned to the CITY under the police and fire services agreements, contingent upon the CITY and SHERIFF renewing agreements for such services;

WHEREAS, the parties informal agreement to purchase radios using the federal asset sharing award was occasioned by Broward County's efforts to upgrade its emergency communications systems, wherein Broward County required law enforcement and fire rescue personnel to upgrade their radios to make them compliant with the P25 standard;

WHEREAS, SHERIFF entered into a lease/purchase installment agreement with Motorola for the purchase of P25 radios and related equipment for all BSO sworn personnel, including for law enforcement and fire rescue personnel assigned to provide services to CITY;

WHEREAS, in or about May 2020, the first of three annual installment payments for the radios and related equipment was due, including CITY's portion of that installment; however, since agreements for police and fire services were not yet in place between the SHERIFF and CITY, the CITY's portion of first installment payment was paid from the CITY's general revenue fund rather than from the federal asset sharing award;

WHEREAS, on or about October 1, 2020, the parties entered into agreements for police and fire services;

WHEREAS, the second installment payment to Motorola was paid by BSO on or about May 1, 2021 from the federal sharing award referenced above;

WHEREAS, the third installment payment to Motorola is due on or about May 1, 2022;

WHEREAS, the SHERIFF shall utilize additional federal forfeiture funds in an amount equal to the value of the first annual installment payment of the radios to acquire an additional public safety asset or public safety service (hereinafter "Public Safety Purchase") to be utilized within the CITY, in accordance with this MOU and the Federal Equitable Sharing Guidelines; and,

WHEREAS, the parties wish to memorialize their agreement that the CITY's portion of the third installment payment to Motorola for the radios and related equipment and the Public Safety Purchase will be made from the federal sharing award, and to provide for the ownership of the radios and related equipment and any public safety asset acquired through the Public Safety Purchase during the term of the agreements for police and/or fire services, and upon expiration or termination of the agreements for police and/or fire services.

NOW THEREFORE, the parties agree as follows:

1. A list describing the number and type of radios and related equipment purchased by SHERIFF for law enforcement and fire rescue personnel assigned to the CITY is attached hereto and incorporated herein, as Exhibit A.

2. SHERIFF will use federal equitable sharing funds awarded by the Department of Justice related to the seizure of currency on or about July 14, 2014, referenced above, as payment for the CITY's portion of the second installment payment for P25 radios and related equipment that is due and payable on or about May 1, 2021, which payment will be credited to the lease/purchase of the radios and related equipment described on Exhibit A.

3. SHERIFF will use federal equitable sharing funds awarded by the Department of Justice related to the seizure of currency on or about July 14, 2014, referenced above, as payment for the CITY's portion of the third installment payment for P25 radios and related equipment that is due and payable on or about May 1, 2022, which payment will be credited to the lease/purchase of the radios and related equipment described on Exhibit A.

4. SHERIFF will use federal equitable sharing funds awarded by the Department of Justice related to the seizure of currency on or about July 14, 2014, referenced above, to make a Public Safety Purchase to be utilized within the CITY during the term of the CITY's agreement for law enforcement services between the SHERIFF and CITY. Upon execution of this MOU, this Public Safety Purchase may be requested by the City Manager, in consultation with the SHERIFF's District Captain assigned to CITY, and shall not be unreasonably denied by the SHERIFF. Should the agreement for

law enforcement services expire or terminate prior to SHERIFF making such Public Safety Purchase, then SHERIFF shall no longer be obligated to make such purchase.

5. During the term of the agreement for law enforcement or fire rescue services between SHERIFF and CITY, the allocation of radios and related equipment described in Exhibit A purchased with federal equitable sharing funds (i.e., two-thirds of such radios and equipment) and any asset acquired through the Public Safety Purchase, shall remain the property of SHERIFF.

6. Upon the termination or expiration of the law enforcement or fire rescue services agreement between SHERIFF and CITY, if the radios and related equipment described in Exhibit A are still in use by SHERIFF's personnel assigned to CITY pursuant to the agreement that has expired or is being terminated, then one-third of the radios and related equipment described in Exhibit A purchased with CITY's general revenue allocated to SHERIFF's personnel assigned to the CITY pursuant to the agreement that has expired or is being terminated shall be returned to CITY, the specific items of which will be determined by mutual agreement of the parties. If, however, SHERIFF has replaced radios and related equipment with models other than those described in Exhibit A for SHERIFF's personnel assigned to the CITY for the agreement that has expired or is being terminated, then the return of any radios and related equipment to CITY shall be those in use at the time of expiration or termination in accordance with the terms of the then-current agreement for such services, and in compliance with the Federal Equitable Sharing Guidelines, if applicable to such radios and equipment.

7. Upon termination or expiration of the law enforcement or fire rescue services agreement between SHERIFF and CITY after the third installment payment referenced above has been made, SHERIFF will donate two-thirds of the radios and related equipment described in Exhibit A to CITY that are allocated to SHERIFF's personnel assigned to the CITY pursuant to the agreement that has expired or is being terminated, representing the number of radios and related equipment purchased with federal equitable sharing funds, the specific items of which will be determined by mutual agreement of the parties, if such radios and related equipment:

- a. Have been in use by SHERIFF's personnel for at least two years;
- b. Have minimal or no value; and

c. Are still in use by SHERIFF's personnel assigned to CITY. If SHERIFF has replaced radios and related equipment issued to BSO personnel assigned to CITY with models of radios and related equipment other than those described in Exhibit A, then any radios and related equipment to be donated to CITY shall be those in use at the time of expiration or termination in accordance with the terms of the then-current agreement for such services, and in compliance with the Federal Equitable Sharing Guidelines, if applicable to such radios and equipment.

8. Upon termination or expiration of the law enforcement services agreement between SHERIFF and CITY after SHERIFF has acquired a public safety asset through the Public Safety Purchase, SHERIFF will donate such public safety asset to CITY if such public safety asset:

- a. Has been in use by SHERIFF for at least two years;
- b. Has minimal or no value; and
- c. Is still in use by SHERIFF in CITY. If such public safety asset has been replaced with a similar asset by SHERIFF during the term of the law enforcement services agreement, then the public safety asset to be returned to CITY shall be such asset in use at the time of the expiration or termination of the law enforcement services agreement in accordance with the terms of the then-current agreement for such services, and in compliance with the Federal Equitable Sharing Guidelines, if applicable to such public safety asset.

9. Should there be any conflict between this Memorandum of Understanding and any other agreement between SHERIFF and CITY with respect to the purchase, ownership, transfer, or donation of the P25 radios and related equipment, or the asset acquired with the Public Safety Purchase, to CITY, then this Memorandum of Understanding shall prevail.

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN GREGORY TONY, SHERIFF OF BROWARD COUNTY, FLORIDA, AND THE CITY OF COOPER CITY, FLORIDA, REGARDING RESOLUTION OF THE FEDERAL EQUITABLE SHARING DISPUTE

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

GREGORY TONY, SHERIFF OF BROWARD COUNTY:

Gregory Tony, Sheriff of Broward County

Date: _____

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

Terrence O. Lynch
General Counsel

Date: _____

CITY OF COOPER CITY, FLORIDA:

Mayor Greg Ross

Date: _____

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

Jacob G. Horowitz
City Attorney

Date: _____