

MONEY LAUNDERING TASK FORCE
MEMORANDUM OF UNDERSTANDING/
VOLUNTARY COOPERATION MUTUAL AID AGREEMENT

WHEREAS, the below subscribed law enforcement agencies have joined together in a multijurisdictional Money Laundering Task Force (hereinafter referred to as the “Task Force”) intended to combat illegal money laundering, and related criminal violations and to disrupt organizations engaging in such activity through coordinated and long-term investigative, forfeiture, and prosecution efforts; and

NOW THEREFORE, the parties agree as follows:

Each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the Broward Sheriff's Office (“BSO”) to implement within the jurisdictional and other limits as noted herein the Task Force for the purposes and goals indicated.

Parties To This Agreement (“participating agencies” or “agency”) are the following:

- The Broward Sheriff's Office
- The City of Hollywood Police Department,
- The City of Coral Springs Police Department,
- The City of Lighthouse Point Police Department
- The City of Miramar Police Department
- The Palm Beach County Sheriff's Office
- The Office of Statewide Prosecution

A party other than those listed above may, at the request of the Task Force supervisor, enter into this Agreement as evidenced by its signing of this Agreement. Any party may cancel its participation in this Agreement upon delivery of written notice of cancellation to the BSO Task Force supervisor, who shall notify other participating parties of the cancellation.

NATURE OF LAW ENFORCEMENT ASSISTANCE AND VOLUNTARY COOPERATION TO BE RENDERED:

1. The Task Force is to effect dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to the investigation of illegal money laundering, and in efforts to dismantle and disrupt the organizations committing such violations (“Task Force

operations”). The principal goal of the Task Force shall be the coordinated investigation of, and successful prosecution of perpetrators of such crimes, with particular emphasis on efforts designed to identify and dismantle organized criminal enterprises. Such efforts shall include, but are not limited to, undercover operations designed to detect illegal activity and to identify those involved in such activity including those directing or otherwise controlling such activity, interception of communications related to such activity as may be authorized by law, the arrest and prosecution of those involved (utilizing state and federal or other prosecutions, as appropriate); the seizure and forfeiture of assets of those engaged in such activity or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate); and the referral of investigative leads and intelligence to such other federal, state, foreign or local law enforcement authorities as may be required and appropriate under the Task Force's operations. In recognition that such efforts transcend jurisdiction limits, it is the intent of this voluntary cooperation agreement to assure the continued functioning of law enforcement in areas where such limits might otherwise thwart law enforcement efforts.

2. The Parties to this Agreement are contributing personnel (“Task Force member” or “member”) and/or resources in support of the Task Force efforts, with the operations of the Task Force being coordinated by the BSO and other Task Force members. All participating agencies will provide resource contributions and operate within the operational parameters related to Task Force operations.

3. Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee as a member of the employee's Agency. Nothing herein shall otherwise limit the ability of Task Force members to provide, as provided by or allowed by law, such assistance in any enforcement action unrelated to Task Force operations as may be lawfully requested by a law enforcement officer having jurisdiction over any such incident, crime or matter under consideration. However, extension of jurisdiction under the authority of this Agreement shall occur only as provided below.

EXTENSION OF PARTICIPANTS' JURISDICTION; COMMAND AND SUPERVISORY RESPONSIBILITY; NOTIFICATION REQUIREMENTS

1. The principal site of Task Force activity is Broward County, Florida, but Task Force activities may occur elsewhere within the State of Florida consistent with the purpose and terms of this Agreement and upon an appropriate grant of jurisdictional authority by a participating member of the Task Force. As provided by Section 23.127(1), Florida Statutes, a Task Force member engaged in an authorized Task Force operation outside the member's jurisdiction but inside Broward County that is pursuant to, and consistent with, the purpose and terms of this Agreement shall have the same powers, duties, rights, privileges, and immunities under the laws of the State of Florida as if the Money Laundering Task Force member was performing duties inside the member's jurisdiction as provided by the "Florida Mutual Aid Act" and this Agreement. Should a sheriff's office or municipal agency from another county join the Task Force, this mutual aid agreement shall apply within those jurisdictions.

2. Whenever Task Force activities outside of Broward County may result in an arrest or seizure of property, the Sheriff of the County or the Chief of Police of the municipality in which such activities have occurred shall be notified of the Task Force's actions within the sheriff's or chief's jurisdiction.

3. Task Force members operating outside their normal jurisdictions recognize that their extra-territorial powers and authority are, unless otherwise supported by law, derived by and through this Agreement. Activities shall be considered authorized and under the authority of this Agreement when the activities have been approved and are under the overall direction of a BSO supervisor or their designee assigned to the Task Force. No extension of jurisdiction or authority is granted solely by reason of this Agreement for law enforcement activities unless they are approved and supervised as provided herein and are related to Task Force operations, or have been encountered directly incident to an approved and supervised Task Force operation.

4. a. Independent Investigations and Deconfliction. Nothing in this Agreement shall prohibit or restrict a participating agency from independently initiating, conducting, or participating in a money laundering investigation outside the Task Force, including an investigation conducted through another federal, state, or local task force or investigative unit.

When a participating agency becomes aware that an investigation being conducted outside the Task Force may overlap with, conflict with, or materially affect an active Task Force investigation, the agency shall promptly notify the BSO Task Force supervisor for purposes of investigative deconfliction, officer safety, and coordination.

An investigation conducted independently of the Task Force shall not constitute a Task Force operation and shall not receive any extension of jurisdiction or authority under this Agreement unless and until the investigation is accepted as a Task Force operation and approved in accordance with this Agreement.

b. Task Force Mission and Resources. When acting in their capacity as Task Force members, assigned personnel shall conduct investigations consistent with the mission and purposes of the Task Force. Nothing in this section shall limit the authority of the BSO Task Force supervisor to direct, supervise, or control investigations and operations undertaken as Task Force operations. Task Force personnel, equipment, funds, vehicles, databases, or other Task Force resources shall not be used to support an independent investigation without the approval of the BSO Task Force supervisor. A material failure to comply with the deconfliction or approval requirements of this section may result in suspension or dismissal from the Task Force.

5. The BSO Task Force supervisor shall have plenary supervisory authority over Task Force planning and direction. The BSO supervisor shall assure that the Task Force remains dedicated to its mission and primary goal of dismantling organized money laundering organizations operating within Broward County.

6. The BSO Task Force supervisor will provide reviews to the other members upon request.

7. Each participating agency shall contribute personnel and/or resources to the Task Force in such numbers as are agreed to by the participating agency and the BSO Task Force supervisor.

Participating agencies shall assign personnel to the Task Force based upon their investigative experience and the operational needs of the Task Force. Final acceptance of personnel assigned to the Task Force shall rest with the BSO Task Force supervisor. Task Force members must complete any training which is deemed mandatory by the Broward Sheriff's Office Strategic Investigations Division. Task Force members may be issued vehicles by the Task Force. Such training shall be provided to Task Force members at the Broward Sheriff's Office sole cost and expense.

8. The BSO Task Force supervisor shall regularly receive performance reports to review whether resource contributions of participating agencies and funding are adequate to assure Task Force efforts are effective. The BSO Task Force supervisor will also review and approve the Task Force's annual operational budget and administrative expenses and financial status report.

9. Any Task Force member participating in Task Force operations shall promptly report to any Task Force supervisor any suspected unauthorized, unreported, undocumented, or unsupervised investigative or enforcement activity of Task Force personnel.

10. If a conflict arises between an order or direction provided by a Task Force assigned supervisor or designated leader and a Task Force member's employing Agency's rules, standards, or policies, the conflict shall be promptly reported to the supervisor or leader when circumstances safely allow a concern to be raised. The supervisor or team leader, in conjunction with available members of the Task Force as may be necessary, shall attempt to resolve the conflict in a manner to allow the Task Force operation to continue appropriately. No Task Force member shall be required to knowingly violate the policy of his or her employing agency while participating in Task Force operations.

11. The Parties to this Agreement may, by a written agreement signed by the Parties, identify or further define particular guidelines, policies, or procedures to be utilized by members of the Task Force when engaged in Task Force operations, provided that all such guidelines, policies and procedures are consistent with Florida law and Florida or federal forfeiture guidelines and the terms of this Agreement.

GENERAL TERMS; LIABILITY; COSTS; TERM; EFFECTIVE DATE; SUPERSESSION

1. Liability and Status of Personnel. Each participating agency shall be responsible for the acts and omissions of its own officers, employees, and agents and shall bear any liability arising from acts undertaken by its personnel under this Agreement to the extent provided by law. Nothing in this Agreement shall be construed as a waiver of sovereign immunity or of any defense, limitation, or protection available under Florida law, including Section 768.28, Florida Statutes, nor as an agreement by any participating agency to indemnify or insure another participating agency. Personnel assigned to the Task Force shall remain employees of their employing agency for purposes of salary, benefits, workers' compensation, pension, discipline, and other employment matters, notwithstanding the operational command and supervisory authority established by this Agreement.

2. Compensation, Expenses, and Equipment. Except as otherwise expressly provided in this Agreement, each participating agency shall bear the compensation, benefits, travel, maintenance, and other expenses of its personnel participating under this Agreement, and shall bear the costs associated with equipment furnished by that agency, including loss or damage and operation and maintenance expenses, consistent with Section 23.127(2), Florida Statutes. No participating agency shall be entitled to compensation or reimbursement from another participating agency solely by reason of participation in the Task Force unless such compensation or reimbursement is expressly provided in this Agreement or separately approved in writing by the affected agencies.

3. Term; Effective Date; Supersession. This Agreement shall remain in effect for five (5) years from the date it is executed by the Broward Sheriff's Office, unless earlier terminated as provided herein. As to a participating agency that executes this Agreement after the Broward Sheriff's Office, this Agreement shall become effective as to that agency on the date of that agency's execution and shall expire on the same five-year expiration date. As to each executing participating agency, this Agreement supersedes and replaces all prior versions of the Money Laundering Task Force Memorandum of Understanding/Voluntary Cooperation Mutual Aid Agreement concerning this Task Force. The withdrawal or termination of participation by one agency shall not terminate this Agreement as to the remaining participating agencies.

FORFEITURE PROCEEDS ARE MODIFIED AS REFLECTED BELOW

4. The Task Force members, shall determine whether forfeited property, other than currency, which is awarded to the Task Force, will be liquidated pursuant to Section 932.7055(1)(b), Florida Statutes, or retained for use by the Task Force pursuant to Section 932.7055(1)(a), Florida Statutes.

5. From proceeds awarded to the Task Force, which result from the forfeiture of currency and liquidation of forfeited property, costs and liens shall be paid pursuant to Section 932.7055(4), Florida Statutes, which payments shall include the reimbursement of any litigation costs advanced by a participating agency to the Task Force for the forfeiture proceeding. Of the remaining proceeds, twenty percent (20%) shall be deposited in the BSO Law Enforcement Trust Fund and designated as "Operational Funds" for the Task Force; and eighty percent (80%) shall be distributed among the participating agencies according to the following:

A) From the eighty percent (80%) awarded funds, the participating agencies will each receive an equal “Share” for their participation in the Task Force, the agreed upon allocation of shares are listed below:

The Broward Sheriff's Office - Four Shares

The City of Hollywood Police Department - One Share

The City of Coral Springs Police Department - One Share

The City of Lighthouse Point Police Department - One Share

The City of Miramar Police Department - One Share

The Broward Sheriff's Office - Weston District - One Share

The Broward Sheriff's Office - Pompano Beach District - One Share

The Broward Sheriff's Office - Port Everglades District - One Share

The Broward Sheriff's Office - Tamarac District - One Share

The Broward Sheriff's Office – Cooper City District – One Share

The Palm Beach County Sheriff's Office (when participating) - One Share

The Office of the Statewide Prosecutor (when participating) - One Share

At the current share allocation, the associated value varies from 5.33% to 6.15%. Should additional agencies join the Task Force or participating agencies withdraw, the Parties agree that the share value will be adjusted on a pro-rata basis without the need for a formal amendment to the MOU.

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

Gregory Tony, PhD, as Sheriff of Broward County

Date

Approved as to form and legal sufficiency

subject to execution by the parties:

By: _____

Terrence O. Lynch, General Counsel/Executive Director

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:

PARTICIPATING AGENCY

By: _____

Name and Title

Date: _____

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

By: _____

Address for notice under this Agreement:
